

Roberto J. Kampfner (CA Bar 179026)

rkampfner@whitecase.com

Andrew Mackintosh (CA Bar 266772)

amackintosh@whitecase.com

Aaron Colodny (CA Bar 293510)

aaron.colodny@whitecase.com

WHITE & CASE LLP

555 South Flower Street, Suite 2700

Los Angeles, CA 90071

Telephone: (213) 620-7700

Facsimile: (213) 452-2329

Samuel A. Schwartz (NV Bar 10985)

sam@nvfirm.com

Bryan A. Lindsey (NV Bar 10662)

bryan@nvfirm.com

SCHWARTZ FLANSBURG PLLC

6623 Las Vegas Boulevard South, Suite 300

Las Vegas, NV 89119

Telephone: (702) 385-5544

Facsimile: (702) 385-2741

Attorneys for the Debtors

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**

In re

John A. Ritter,

☒ Affects this Debtor.

BK-16-10933-btb

CHAPTER 11

**JOINTLY ADMINISTERED UNDER
CASE NO.: BK-16-10933-btb**

In re

Agave Properties, LLC,

☒ Affects this Debtor.

BK-16-13338-btb

CHAPTER 11

In re

Cliff Rose Investments , LLC,

☒ Affects this Debtor.

BK-16-13340-btb

CHAPTER 11

In re

Focus South Group, LLC,

☒ Affects this Debtor.

BK-16-13341-btb

CHAPTER 11

In re

FSG-S, LLC,

☒ Affects this Debtor.

BK-16-13342-btb

CHAPTER 11

In re
JV Properties, LLC,
☒ Affects this Debtor.

BK-16-13343-btb
CHAPTER 11

In re
N.G.A. #2, LLC,
☒ Affects this Debtor.

BK-16-13344-btb
CHAPTER 11

In re
Northwest Investments, LLC,
☒ Affects this Debtor.

BK-16-13345-btb
CHAPTER 11

In re
PV Land Investments, LLC,
☒ Affects this Debtor.

BK-16-13346-btb
CHAPTER 11

In re
Saguaro Equities, LLC,
☒ Affects this Debtor.

BK-16-13347-btb
CHAPTER 11

In re
Southwest Desert Equities, LLC,
☒ Affects this Debtor.

BK-16-13348-btb
CHAPTER 11

In re
Succotash, LLC,
☒ Affects this Debtor.

BK-16-13349-btb
CHAPTER 11

In re
Victor Investments, LP,
☒ Affects this Debtor.

BK-16-13350-btb
CHAPTER 11

Hearing Date: _____, 2017
Hearing Time: _____.

SECOND AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION FOR JOHN A. RITTER AND THE FOCUS ENTITIES DATED JULY 12, 2017

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John A. Ritter and each of the other above-captioned debtors (collectively, the “Debtors”) hereby jointly propose the following chapter 11 plan of reorganization for the Debtors (the “Plan”):

ARTICLE I.

DEFINITIONS AND INTERPRETATION

1.1 Definitions.

The capitalized terms used herein shall have the respective meanings set forth in the Glossary of Defined Terms attached hereto as Exhibit A.

1.2 Interpretation.

Unless otherwise specified, all section, article, and exhibit references in the Plan are to the respective section in, article of, or exhibit to, the Plan, as the same may be amended, waived, or modified from time to time. Words denoting the singular number shall include the plural number and vice versa, as appropriate, and words denoting one gender shall include the other gender. The words “herein,” “hereof,” “hereto,” “hereunder,” and others of similar import refer to the Plan as a whole and not to any particular section, subsection, or clause contained in the Plan. The word “including” (in its various forms) means “including without limitation.” Whenever the Plan permits or requires the approval or order of the Bankruptcy Court, the movant shall comply with all notice requirements provided by the Bankruptcy Code, Bankruptcy Rules, and/or Local Rules.

1.3 Application of Definitions and Rules of Construction Set Forth in the Bankruptcy Code.

Words and terms defined in section 101 of the Bankruptcy Code shall have the same meanings when used in the Plan, unless a different definition is given in the Glossary of Defined Terms. The rules of construction contained in section 102 of the Bankruptcy Code shall apply to the construction of the Plan.

1.4 Appendices and Plan Documents.

All appendices and schedules to the Plan and the Plan Documents are incorporated into the Plan by this reference and are a part of the Plan as if set forth in full herein. All Plan Documents not otherwise filed herewith shall be filed with the clerk of the Bankruptcy Court

prior to the commencement of the Confirmation Hearing. Holders of Claims may obtain a copy of the Plan Documents, once filed, by a written request sent to the following address:

In re John Ritter et al Claims Processing Unit
c/o Phase Eleven Consultants Corporation
212 W. Van Buren Street, Suite 200
Chicago, IL 60607-3930

ARTICLE II.

CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS

For the purposes of organization, voting and all confirmation matters, except as otherwise provided herein, all Claims against and Equity Interests in the Debtors shall be classified as set forth in this Article II.

2.1 Administrative Claims, Gap Claims, and Tax Claims.

As provided by section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Gap Claims, and Tax Claims shall not be classified under the Plan, and shall instead be treated separately as unclassified Claims on the terms set forth in Article V.

2.2 Classification of Claims and Equity Interests.

All Claims and Equity Interests, other than Administrative Claims, Gap Claims, and Tax Claims are classified in the classes set forth in this Article II for all purposes, including voting, Confirmation, and distributions pursuant to the plan and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or Equity Interest is classified in a particular class only to the extent that any portion of such Claim or Equity Interest qualifies within the description of that class and is classified in other classes to the extent that any portion of such Claim or Equity Interest qualifies with the description of such other classes. A Claim or Equity Interest also is classified in a particular class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim or Equity Interest is an Allowed Claim or Allowed Equity Interest in that class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

The classification of Claims and Equity Interests against each Debtor (as applicable) pursuant to the Plan is as set forth below. The Plan is a single plan of reorganization for the jointly administered Chapter 11 Cases, but does not constitute a substantive consolidation of the

Debtors' Estates for voting purposes. The Plan, though proposed jointly, constitutes a separate plan for each of the Debtors for voting purposes. Therefore, all Claims against and Equity Interests in a particular Debtor are placed in the classes set forth below with respect to such Debtor. Classes that are not applicable as to a particular Debtor shall be eliminated as set forth more fully in Section 2.4 below.

The classes of Claims and Equity Interests against the Debtors shall be classified under the Plan as follows:

Class 1 – Priority Claims. Class 1 shall consist of all Priority Claims against the Debtors.

Class 2 – Focus Entity Secured Claims. Class 2 shall consist of Focus Entity Secured Claims against the Focus Entities.

Class 3 – Personal Secured Claims. Class 3 shall consist of all Personal Secured Claims against Ritter.

Class 4 – Principal Residence Secured Claims. Class 4 shall consist of all Principal Residence Secured Claims against Ritter.

Class 5 – Secured Tax Claims. Class 5 shall consist of all Secured Tax Claims against the Debtors.

Class 6 – Bonita Cougar Claims. Class 6 shall consist of all Bonita Cougar Claims against Succotash, LLC and Ritter.

Class 7 – Multibank Secured Claim. Class 7 shall consist of the Multibank Secured Claim.

Class 8 – PWB Secured Claims. Class 8 shall consist of all PWB Secured Claims against Ritter.

Class 9 – ICW Claims. Class 9 shall consist of all ICW Claims against Ritter.

Class 10 – Unsecured Claims. Class 10 shall consist of all Unsecured Claims against the Debtors.

Class 11 – Subordinated Claims. Class 11 shall consist of all Subordinated Claims against the Debtors.

Class 12 – FNB NR1 Claims. Class 12 shall consist of all FNB NR1 Claims against Ritter and PV Land Investments, LLC.

Class 13 – Non-FIG Equity Interests. Class 13 shall consist of the Non-FIG Equity Interests in the Focus Entities.

Class 14 – FIG Equity Interests. Class 14 shall consist of the FIG Equity Interests in the Focus Entities.

2.3 Separate Classification of Secured Claims.

Although the Focus Entity Secured Claims and the Personal Secured Claims have each been placed into single classes for ease of reference, Focus Entity Secured Claims and Personal Secured Claims shall, for the purposes of voting on the Plan and receiving Plan Distributions, be classified according to the Assets purportedly securing such claims and the priority of their holders' Liens, such that all Claims purportedly secured by equal rank Liens in the same Assets shall be classified together. Such classes comprised of Focus Entity Secured Claims shall be designated as Class 2A, Class 2B, Class 2C, etc., and such classes comprised of Personal Secured Claims shall be designated as Class 3A, Class 3B, Class 3C, etc.

2.4 Elimination of Vacant Classes

Any class of Claims or Equity Interests that does not have a holder of an Allowed Claim or Allowed Equity Interest or a Claim or Equity Interest temporarily Allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such class pursuant to section 1129(a)(8) of the Bankruptcy Code.

ARTICLE III.

IDENTIFICATION OF IMPAIRED **CLASSES OF CLAIMS AND EQUITY INTERESTS**

3.1 Unimpaired Classes of Claims and Equity Interests.

Class 1 – Priority Claims, Class 4 – Principal Residence Secured Claims, and Class 5 – Secured Tax Claims are not impaired under the Plan.

1 **3.2 Impaired Classes of Claims and Equity Interests.**

2 Except as provided in Section 3.1, all classes of Claims and Equity Interests are impaired
3 under the Plan.

4 **3.3 Impairment Controversies.**

5 If a controversy arises as to whether any Claim or Equity Interest or any class of Claims or
6 Equity Interests is impaired under the Plan, the Bankruptcy Court shall, after notice and a hearing,
7 determine such controversy.

8 **ARTICLE IV.**

9 **PROVISIONS FOR TREATMENT OF CLAIMS AND**
10 **EQUITY INTERESTS UNDER THE PLAN**

11 **4.1 Treatment of Claims.**

12 The classes of Claims against and Equity Interests in the Debtors shall be treated under the
13 Plan as follows:

14 (a) Class 1 – Priority Claims.

15 Each holder of an Allowed Priority Claim against the Debtors shall receive, on the
16 applicable Plan Distribution Date (or as soon as reasonably practicable thereafter), either (i) cash
17 in the amount of such holder's Allowed Priority Claim; or (ii) such other treatment as may be
18 agreed upon by the Debtors (or, if after the Effective Date, the Disbursing Agent) and such
19 holder; provided, however, that such treatment shall not provide a return to such holder having a
20 present value as of the Effective Date in excess of the amount of such holder's Allowed Priority
21 Claim.

22 (b) Class 2 – Focus Entity Secured Claims.

23 As part of the solicitation of the Plan, each holder of a Focus Entity Secured Claim will
24 receive a ballot to either accept or reject the Plan.

25 (i) If a class of holders of Focus Entity Secured Claims accepts the Plan, the
26 Collateral securing such Focus Entity Secured Claims shall be Collateral to Be Sold and
27 transferred to the Focus Liquidating Trust free and clear of all Liens, Claims and
28 encumbrances. Thereafter, as more fully set forth in Section 7.4(d), the Focus

Liquidating Trustee shall sell such Collateral to Be Sold in a commercially reasonable manner and shall pay the holders in such class, on a pro rata basis, 50% of the Net Proceeds from the sale of such Collateral to Be Sold to the holders of such Focus Entity Secured Claims.

(ii) If a class of holders of Focus Entity Secured Claims rejects the Plan, the Collateral securing the Focus Entity Secured Claims shall be Other Collateral and transferred to the Focus Liquidating Trust subject to all of the Liens securing such Focus Entity Secured Claims for disposition in accordance with Section 7.4(d).

(c) Class 3 – Personal Secured Claims.

Each holder of an Allowed Personal Secured Claim shall neither receive nor retain property under the Plan. Pursuant to Section 7.3(d), *infra*, Mr. Ritter shall cause the Personal Secured Claims to be satisfied by the liquidation of the CD Collateral.

(d) Class 4 – Principal Residence Secured Claims.

On the Effective Date, each Principal Residence Secured Claim shall be reinstated in its entirety and rendered unimpaired in accordance with section 1124(2) of the Bankruptcy Code.

(e) Class 5 – Secured Tax Claims.

On the Effective Date, each Secured Tax Claim shall be reinstated in its entirety, including any and all statutory interest and associated penalties, except that the taxing authority shall be enjoined from taking any action (including preparing the property for a tax auction and/or selling the same at a tax auction pursuant to N.R.S. 361 or any other applicable law) against the property securing its Secured Tax Claim for six (6) months from the Effective Date. After the expiration of the six (6) month injunction, each holder of a Secured Tax Claim shall be entitled to collect all amounts owed and assert any and all rights and remedies provided for under applicable law without the need for relief from stay or Court order. All rights of holders of Allowed Secured Tax Claims pursuant to section 511 of the Bankruptcy Code are expressly preserved.

(f) Class 6 – Bonita Cougar Claims.

The Bonita Cougar Claim shall be treated as set forth in that certain Settlement Agreement by and between Bonita Cougar, LLC, Succotash, LLC, and Ritter which has been approved by the

1 Bankruptcy Court.

2 (g) Class 7 – Multibank Allowed Secured Claim.

3 On the Effective Date and in complete satisfaction of the Multibank Allowed Secured
4 Claim, the holder of the Multibank Allowed Secured Claim shall receive the following treatment:
5 The Multibank Property shall be transferred to the Focus Liquidating Trust subject to the Liens of
6 Multibank securing the Multibank Allowed Secured Claim. The Focus Liquidating Trust shall
7 market the property during the twelve months following the Effective Date. Upon the sale of the
8 Multibank Property, Multibank shall receive all of the net proceeds of such sale until it has
9 received \$900,000. Thereafter, 75% of any additional net proceeds shall be paid to Multibank
10 and the remaining 25% of such net proceeds shall be paid to the Focus Liquidating Trust.

11 If the Multibank Property has not been sold by the Focus Liquidating Trust within the first
12 year following the Effective Date, absent agreement from Multibank to the contrary, the Focus
13 Liquidating Trust shall transfer such property to Multibank or its designee.

14 (h) Class 8 – PWB Secured Claims.

15 On the Effective Date, in complete satisfaction of the PWB Secured Claims, the holder of
16 the PWB Secured Claims shall receive the following treatment: The PWB Purported Collateral
17 shall be transferred to the Focus Liquidating Trust subject to the purported Liens of PWB upon
18 such PWB Purported Collateral and shall be liquidated by the Liquidating Trustee with PWB to
19 be paid, from the closing of each of the sales of the PWB Purported Collateral, a sum equal to the
20 greater of the 30% of the net proceeds received from the sales of the PWB Purported Collateral or
21 \$150,000. In the event the PWB Purported Collateral is sold in more than one lot, PWB shall
22 receive 30% of the net proceeds received from the sale of each lot and, upon sale of the final lot
23 of the PWB Purported Collateral, if 30% of the net proceeds from the sale of all of the PWB
24 Purported Collateral is less than \$150,000, the Liquidating Trustee shall pay PWB such additional
25 amount as is required to pay PWB not less than a total of \$150,000.

26 (i) Class 9 – ICW Claims.

27 On the Effective Date, the ICW Claims shall be Allowed in an amount equal to the sum of
28 (a) \$350,000 and (b) the Outstanding Premium Amount on such date. Thereafter, until the

1 occurrence of an ICW Payment Event, the ICW Claims shall decrease on a dollar for dollar basis
 2 as premiums in respect of Outstanding Bonds are paid by the Focus ICW Settlement Parties;
 3 provided that in no event shall the Allowed amount of the ICW Claims be less than \$35,000.
 4 Within five (5) Business Days after the earlier of (x) the occurrence of an ICW Payment Event
 5 and (y) the reduction of the ICW Claim to \$35,000, Ritter shall pay the ICW Claims in full and in
 6 cash. In addition, Ritter shall at all times devote such time as shall be reasonably necessary to
 7 cause Mountain's Edge to perform its duties under the ICW Settlement Agreement without
 8 compensation from the Focus Liquidating Trust.

9 (j) Class 10 – Unsecured Claims.

10 Each holder of an Allowed Unsecured Claim shall receive, on the applicable Plan
 11 Distribution Date (or as soon as reasonably practicable thereafter), its Pro Rata Share of the Class
 12 A Liquidating Trust Beneficial Interests as to which all holders of Allowed Unsecured Claims
 13 would be entitled as if all classes at all Debtors were a single class; provided, however, that a
 14 holder of an Allowed Unsecured Claim against more than one Debtor shall be treated as holding a
 15 single Claim and limited to a single recovery on account of all such Allowed Unsecured Claims.

16 (k) Class 11 – Subordinated Claims.

17 Each holder of an Allowed Subordinated Claim shall receive, on the applicable Plan
 18 Distribution Date (or as soon as reasonably practicable thereafter), its Pro Rata Share of the Class
 19 B Liquidating Trust Beneficial Interests as to which all holders of Allowed Subordinated Claims
 20 would be entitled as if all classes at all Debtors were a single class.

21 (l) Class 12 – FBNR1 Claims.

22 On the Effective Date, in full satisfaction of its Claim, each holder of an FBNR1 Claim
 23 shall receive the benefits of the settlement set forth in Section 7.9 of the Plan.

24 (m) Class 13 – Non-FIG Equity Interests.

25 Each holder of an Allowed Non-FIG Equity Interest shall neither receive nor retain
 26 property under the Plan.

27 (n) Class 14 – FIG Equity Interests.

28 Each holder of an Allowed FIG Equity Interest shall receive, on the Effective Date, its Pro

1 Rata Share of Reorganized Focus.

2 **ARTICLE V.**

3 **PROVISIONS FOR TREATMENT**
 4 **OF UNCLASSIFIED CLAIMS UNDER THE PLAN**

5 **5.1 Unclassified Claims.**

6 Administrative Claims, Gap Claims, and Tax Claims are treated in accordance with
 7 sections 1129(a)(9)(A) and 1129(a)(9)(C) of the Bankruptcy Code, as applicable. Such Claims
 8 are not designated as classes of Claims for the purposes of this Plan or for the purposes of
 9 sections 1123, 1124, 1125, 1126 or 1129 of the Bankruptcy Code.

10 **5.2 Treatment of Administrative Claims.**

11 All Administrative Claims shall be treated as follows:

12 (a) **Time for Filing Administrative Claims.**

13 The holder of an Administrative Claim, other than (i) a Fee Claim; (ii) a liability incurred
 14 and payable in the ordinary course of business by Ritter (and not past due); (iii) a claim that is an
 15 allowed claim pursuant to section 503(b)(1)(B) or (C) of the Bankruptcy Code; or (iv) an
 16 Administrative Claim that has been Allowed on or before the Effective Date, must file with the
 17 Bankruptcy Court and serve on Ritter, the Focus Entities, the Disbursing Agent and the Office of
 18 the United States Trustee, notice of such Administrative Claim within forty (40) days after service
 19 of Notice of Confirmation. Such notice must include at a minimum (A) the name of the holder of
 20 the Claim; (B) the amount of the Claim; and (C) the basis of the Claim. **Failure to file and serve**
 21 **such notice timely and properly shall result in the Administrative Claim being forever**
 22 **barred and discharged.**

23 (b) **Time for Filing Fee Claims.**

24 Each Professional Person who holds or asserts a Fee Claim shall be required to file with
 25 the Bankruptcy Court, and serve on the Disbursing Agent and on all parties required to receive
 26 notice, a Fee Application within forty-five (45) days after the Effective Date. **The failure to**
 27 **timely file and serve such Fee Application shall result in the Fee Claim being forever barred**
 28 **and discharged.**

(c) Allowance of Administrative Claims/Fee Claims.

An Administrative Claim with respect to which notice has been properly filed and served pursuant to Section 5.2(a) shall become an Allowed Administrative Claim if no objection is filed within sixty (60) days after the later of (i) the Effective Date; and (ii) the date of service of the applicable notice of Administrative Claim or such later date as may be approved by the Bankruptcy Court on motion of a party in interest, without notice or a hearing. If an objection is filed within such 60-day period (or any extension thereof), the Administrative Claim shall become an Allowed Administrative Claim only to the extent allowed by Final Order. A Fee Claim in respect of which a Fee Application has been properly filed and served pursuant to Section 5.2(b) shall become an Allowed Administrative Claim only to the extent allowed by order of the Bankruptcy Court.

(d) Payment of Allowed Administrative Claims.

On the applicable Plan Distribution Date, each holder of an Allowed Administrative Claim shall receive (i) the amount of such holder's Allowed Claim in one Cash payment; or (ii) such other treatment as may be agreed upon in writing by the Debtors (or, if after the Effective Date, the Disbursing Agent) and such holder; provided, that such treatment shall not provide a return to such holder having a present value as of the Effective Date in excess of such holder's Allowed Administrative Claim; and provided further that an Administrative Claim representing a liability incurred and payable in the ordinary course of business of an Estate may be paid at the Debtors' election in the ordinary course of business.

5.3 DIP Claims.

On or prior to the Effective Date, all of the DIP Claims shall be waived and released by the DIP Lender without further order of the Court.

5.4 Treatment of Tax Claims.

On the applicable Plan Distribution Date, each holder of an Allowed Tax Claim shall receive in full satisfaction of such Allowed Tax Claim either (i) cash in the amount of such holder's Allowed Tax Claim; or (ii) such other treatment as may be agreed upon by the Debtors (or, if after the Effective Date, the Disbursing Agent) and such holder; provided, however, that

1 such treatment shall not provide a return to such holder having a present value as of the Effective
2 Date in excess of the amount of such holder's Allowed Tax Claim. The Confirmation Order shall
3 enjoin any holder of an Allowed Tax Claim from commencing or continuing any action or
4 proceeding against Reorganized Focus, Ritter, the Debtors or any responsible person, officer or
5 director of Reorganized Focus or the Debtors that otherwise would be liable to such holder for
6 payment of a Tax Claim. So long as the holder of an Allowed Tax Claim is enjoined from
7 commencing or continuing any action or proceeding against any responsible person, officer or
8 director under this Section 5.4 or pursuant to the Confirmation Order, the statute of limitations for
9 commencing or continuing any such action or proceeding shall be tolled.

10 **5.5 Treatment of Gap Claims**

11 The holder of a Gap Claim must file with the Bankruptcy Court and serve on Ritter, the
12 Focus Entities, the Disbursing Agent and the Office of the United States Trustee, notice of such
13 Gap Claim within forty (40) days after service of Notice of Confirmation. Such notice must
14 include at a minimum (A) the name of the holder of the Claim; (B) the amount of the Claim; and
15 (C) the basis of the Claim. **Failure to file and serve such notice timely and properly shall**
16 **result in the Gap Claim being forever barred and discharged.**

17 On the applicable Plan Distribution Date, each holder of an Allowed Gap Claim shall
18 receive in full satisfaction of such Allowed Gap Claim either (i) cash in the amount of such
19 holder's Allowed Gap Claim; or (ii) such other treatment as may be agreed upon by the Debtors
20 (or, if after the Effective Date, the Disbursing Agent) and such holder; provided, however, that
21 such treatment shall not provide a return to such holder having a present value as of the Effective
22 Date in excess of the amount of such holder's Allowed Gap Claim.

ARTICLE VI.

ACCEPTANCE OR REJECTION OF THE PLAN;
EFFECT OF REJECTION BY ONE OR MORE
CLASSES OF CLAIMS

6.1 Classes Entitled to Vote.

Except for Class 1 – Priority Claims, Class 3 – Personal Secured Claims, Class 4 – Principal Residence Secured Claims, Class 5 – Secured Tax Claims, and Class 13 – Non-FIG Equity Interests, all classes of Claims and Equity Interests are entitled to vote on the Plan.

6.2 Presumed Acceptance of the Plan.

Class 1 – Priority Claims, Class 4 – Principal Residence Secured Claims, and Class 5 – Secured Tax Claims are unimpaired. Each Holder of a Claim in such class is presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and is not entitled to vote to accept or reject the Plan.

6.3 Presumed Rejection.

Class 3 – Personal Secured Claims and Class 13 – Non-FIG Equity Interests will neither receive nor retain property under the Plan. Each holder of a Claim in either Class 3 or Class 13 is presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and is not entitled to vote to accept or reject the Plan.

6.4 Class Acceptance Requirement.

A class of Claims shall have accepted the Plan if it is accepted by at least two-thirds (2/3) in amount and more than one-half (1/2) in number of the Allowed Claims in such class that have voted on the Plan. A class of Equity Interests shall have accepted the Plan if it is accepted by holders of at least two-thirds (2/3) in amount of Equity Interests in that class that have voted on the Plan.

6.5 Cramdown.

The Plan shall be treated as a request that the Bankruptcy Court confirm the Plan in accordance with section 1129(b) of the Bankruptcy Code, notwithstanding the failure to satisfy the requirements of section 1129(a)(8), on the basis that the Plan is fair and equitable and does

not discriminate unfairly with respect to each class of Claims and Equity Interests that is impaired under, and has not accepted, the Plan.

6.6 Lack of Impaired Accepting Class

If the Plan is not accepted by at least one Impaired class at a Focus Entity, the Plan shall be deemed amended without any further action of the Debtors to exclude such Focus Entity (an “Excluded Debtor”) from the Plan, and the Confirmation Hearing in respect of the Plan as to such Excluded Debtor shall be adjourned until further notice or order of the Bankruptcy Court. Such deemed amendment shall be without prejudice to the Debtors to further amend, modify, or revoke the Plan and/or submit any new plan of reorganization as it relates the Excluded Debtor.

If the above-described amendment occurs, the Confirmation Order shall provide for the appointment of the Liquidating Trustee as trustee of the Excluded Debtor pursuant to section 1104(a)(2) of the Bankruptcy Code. The Liquidating Trustee, as chapter 11 trustee, shall be responsible for the administration of the Excluded Debtor. The Liquidating Trustee shall use commercially reasonable efforts to administer the Focus Assets of that Excluded Debtor in accordance with Section 7.4(g) hereof.

ARTICLE VII.

MEANS FOR IMPLEMENTATION OF THE PLAN

7.1 Operations Between the Confirmation Date and the Effective Date.

During the period from the Confirmation Date through and until the Effective Date, the Debtors shall continue to operate their businesses as debtors in possession, subject to the oversight of the Bankruptcy Court as provided in the Bankruptcy Code, the Bankruptcy Rules and all orders of the Bankruptcy Court that are then in full force and effect.

7.2 Reorganized Focus.

On the Effective Date, each of the following shall occur or shall be deemed to have occurred in the order set forth below:

1 (a) Each Focus Entity shall be merged into a single limited liability company
 2 organized under the laws of the State of Nevada. Such limited liability company shall be referred
 3 to herein as “Reorganized Focus,”

4 (b) All of the Equity Interests in the Focus Entities shall be cancelled and Reorganized
 5 Focus shall issue 100% of its Equity Interests to FIG; and

6 (c) All of the Focus Assets, including the Prepack Class B Membership Interests and
 7 the related operating agreements existing as of the Effective Date shall be transferred to the Focus
 8 Liquidating Trust. Notwithstanding the foregoing, if the transfer of a Prepack Class B
 9 Membership Interest would result in the loss of such Prepack Class B Membership Interest under
 10 applicable law, only the economic interest of such Prepack Class B Membership Interest shall be
 11 transferred to the Focus Liquidating Trust. All other associated rights shall remain with
 12 Reorganized Focus, but shall be exercised solely in accordance with the Focus Agreement.
 13 Except as expressly set forth in the Plan, the Focus Assets shall be transferred to the Focus
 14 Liquidating Trust free and clear of Liens, Claims and other encumbrances.

15 **7.3 Certain Provisions Involving Ritter.**

16 (a) Transfer of Assets. Except as set forth in Section 7.3(b) below, on the Effective
 17 Date, except as set forth in the Plan, Ritter shall transfer the Non-Exempt Assets into the Focus
 18 Liquidating Trust free and clear of Liens, Claims and other encumbrances. To the extent an Asset
 19 transferred to the Focus Liquidating Trust constitutes an interest in a limited liability company,
 20 partnership, or corporation Ritter shall, at the request of the Focus Liquidating Trust, undertake
 21 commercially reasonable efforts to cause or enable the Liquidating Trustee to liquidate the Assets
 22 of such limited liability company, partnership, or corporation and undertake commercially
 23 reasonable efforts to maximize the value of such interest to the Focus Liquidating Trust.

24 (b) Exempt Assets. Notwithstanding anything in Section 7.3(a), on the Effective Date,
 25 except as set forth in the Plan, the Exempt Assets shall revert in Ritter free and clear of all Liens,
 26 Claims and encumbrances. On and after the Effective Date, Ritter may use and dispose of the
 27 Exempt Assets and acquire and dispose of future assets free of any restrictions of the Bankruptcy
 28

1 Code, except to the extent any portion of the Exempt Assets are Ritter Note Collateral or Ritter
2 Backstop Collateral which shall be treated as set forth in Section 7.3(g)-(h) herein.

3 (c) HW 2014 Liquidating Trust Note. On the Effective Date, the HW 2014
4 Irrevocable Trust shall amend and restate the Existing HW 2014 Notes. Such amendment and
5 restatement shall require the HW 2014 Irrevocable Trust to issue to Clydesdale an amended and
6 restated promissory note (the "HW 2014 Liquidating Trust Note") in the principal amount of
7 \$2,500,000. Immediately upon issuance, Clydesdale shall assign the HW 2014 Liquidating Trust
8 Note to the Focus Liquidating Trust. The HW 2014 Liquidating Trust Note shall mature on April
9 13, 2029 and bear interest at an annual rate of 2.75% simple interest. All interest and principal
10 shall be payable in Cash at maturity. The HW 2014 Liquidating Trust Note may be prepaid at
11 any time without premium or penalty. The HW 2014 Liquidating Trust Note shall be subject to
12 mandatory prepayment upon the occurrence of certain liquidity events specified in the HW 2014
13 Liquidating Trust Note and shall be subject to the HW 2014 Notes Intercreditor Agreement. The
14 HW 2014 Liquidating Trust Note will be attached to the Plan Supplement.

15 (d) HW 2014 Notes Intercreditor Agreement. On the Effective Date, Clydesdale, the
16 Focus Liquidating Trust, and the HW 2014 Trust shall execute an intercreditor agreement (the
17 "HW 2014 Notes Intercreditor Agreement") governing the rights and remedies of Clydesdale and
18 the Focus Liquidating Trust with respect to the HW 2014 Liquidating Trust Note and the
19 Existing HW 2014 Notes. The HW 2014 Notes Intercreditor Agreement shall provide, among
20 other things, that all existing and future promissory notes issued by the HW 2014 Irrevocable
21 Trust, including any Existing HW 2014 Notes amended and restated pursuant to this Plan (other
22 than the HW 2014 Liquidating Trust Note), shall be subordinated in all respects, including
23 without limitation right of payment to the HW 2014 Liquidating Trust Note and not mature prior
24 to or contain materially better terms than the HW 2014 Liquidating Trust Note. The HW 2014
25 Notes Intercreditor Agreement shall contain payment anti-circumvention provisions agreed on by
26 the Committee and the Debtors. The HW 2014 Notes Intercreditor Agreement will be attached to
27 the Plan Supplement.

(e) Certain Liens. Except with respect to the Principal Residence Secured Claim, Ritter shall cause the JAR Trust to (i) liquidate the CD Collateral, (ii) apply the proceeds thereof to the indebtedness secured thereby and (iii) release any other Liens securing such indebtedness.

(f) Involvement in Prepack Entities. Subject to the oversight of the Liquidating Trustee, Ritter shall manage the Prepack Entities on the terms and conditions set forth in the Focus Agreement and shall under no circumstances voluntarily abandon direct involvement in the Prepack Entities for the term of the Focus Liquidating Trust.

(g) The Ritter Note. On the Effective Date, Mr. Ritter shall issue the Ritter Note to the Focus Liquidating Trust. The Ritter Note shall have a principal amount of \$2,000,000 and bear interest at an annual rate of 5% simple interest. Interest shall be payable in cash and in arrears on a quarterly basis. The Ritter Note will mature and be payable in full and in cash on the third (3rd) anniversary of the Effective Date. The Ritter Note may be prepaid at any time without premium or penalty. The Ritter Note shall be secured by a Lien upon the Ritter Note Collateral (which Lien shall be senior to all Liens, except for Permitted Liens). The security documents granting those liens will be attached to the Plan Supplement. The Liquidation Trust shall be entitled to collect its reasonable attorneys' fees and costs from Ritter in the event of non-payment of the Ritter Note. In the event the Ritter Note Collateral must be liquidated and/or applied to pay any outstanding past due amounts owing under the Ritter Note, such collateral shall be liquidated and/or applied as follows until the Ritter Note is paid in full.

(i) First, the Forest Mountain Collateral;

(ii) Second, if any amounts remain past due and outstanding in respect of the Ritter Note after the application of the proceeds of the Forest Mountain Collateral, the proceeds in the Cash Collateral Account shall be applied to the satisfy such outstanding past due amounts;

(iii) Third, if any amounts remain past due and outstanding in respect of the Ritter Note after the application of the Forest Mountain Collateral and the cash in the Cash Collateral Account, the Ritter Real Estate Collateral shall be liquidated and applied to any such remaining amounts;

(iv) Fourth, if any amounts remain past due and outstanding in respect of the Ritter Note after the application of the Forest Mountain Collateral, the cash in the Cash Collateral Account, and the proceeds of the Ritter Real Estate Collateral, the Life Insurance Policies shall be liquidated and applied to any such remaining amounts. Notwithstanding the foregoing, if Ritter defaults with respect to any payment due under

the Life Insurance Policies, the Liquidating Trustee may make protective advances under the assignment agreement to cure such default or immediately obtain the surrender value of such policy and deposit such amount in the Cash Collateral Account; and

(v) Fifth, if any amounts remain past due and outstanding in respect of the Ritter Note after the application of the Forest Mountain Collateral, the cash in the Cash Collateral Account, the proceeds of the Ritter Real Estate Collateral, and the proceeds of the Life Insurance Policies, the trustee of the JS NV 2009 Irrevocable Trust shall within a reasonable time make distributions to the Focus Liquidating Trust for application to such amounts, but only to the extent required to fully pay such amounts; provided, that such distributions shall be made no later than the date upon which the Focus Liquidating Trust terminates.

In the event that a payment default exists in respect of the Ritter Note and the Ritter Note has either been accelerated by the Focus Liquidating Trust or has matured, Ritter shall cooperate with the Liquidating Trustee in a commercially reasonable manner to liquidate the Ritter Note Collateral. Notwithstanding anything set forth in this Section 7.3(g), if Ritter obstructs the Liquidating Trustee's ability to liquidate the Ritter Note Collateral in a material fashion, the order of enforcement set forth in this paragraph (g) shall not apply and the Liquidating Trustee shall be entitled to liquidate the Ritter Note Collateral in any order. Any dispute regarding whether a material obstruction occurred shall be resolved by the Bankruptcy Court as a contested matter.

(h) Backstop. If on the fifth (5th) anniversary of the Effective Date the proceeds actually received by the Focus Liquidating Trust from the liquidation of the Focus Assets and the Non-Exempt Assets are not greater than or equal to the Backstop Amount, the Liquidating Trustee shall provide Ritter with the Backstop Notice. The Backstop Payment shall be paid on or before thirty (30) days after the date the Backstop Notice is sent. The Backstop Payment shall be secured by Liens upon the Ritter Backstop Collateral (which Lien shall be senior to all Liens, except for Permitted Liens). The security documents with respect to those liens will be attached to the Plan Supplement. In the event that the Ritter Backstop Collateral must be liquidated and/or applied to satisfy any Backstop Payment amounts that are due and owing, such collateral shall be liquidated and/or applied as follows until such amount is paid in full:

(i) First, any proceeds in the Cash Collateral Account shall be applied to the satisfy such Backstop Payments;

(ii) Second, if Backstop Payments remain outstanding after the application of the cash in the Cash Collateral Account, the Ritter Real Estate Collateral shall be liquidated and applied to any remaining outstanding Backstop Payments;

(iii) Third, if Backstop Payments remain outstanding after the application of cash in the Cash Collateral Account and the proceeds of the Ritter Real Estate Collateral, the Life Insurance Policies shall be liquidated and applied to any remaining outstanding Backstop Payments. Notwithstanding the foregoing, if Ritter defaults with respect to any payment due under the Life Insurance Policies, the Liquidating Trustee may make protective advances under the assignment agreement to cure such default or immediately obtain the surrender value of such policy and deposit such amount in the Cash Collateral Account; and

(iv) Fourth, if Backstop Payments remain outstanding after the application of the cash in the Cash Collateral Account, the proceeds of the Life Insurance Policies and the proceeds of the Ritter Real Estate Collateral, the trustee of the JS NV 2009 Irrevocable Trust shall within a reasonable time make distributions to the Focus Liquidating Trust for application to the Backstop Amount, but only to the extent required to fully pay any remaining amounts due and owing on the Backstop Amount; provided, that such distributions shall be made no later than the date upon which the Focus Liquidating Trust terminates.

In the event that the Backstop Amount is past due, Ritter shall cooperate with the Liquidating Trustee in a commercially reasonable manner to liquidate the Ritter Backstop Collateral.

Notwithstanding anything set forth in this Section 7.3(h), if Ritter obstructs the Liquidating Trustee's ability to liquidate the Ritter Backstop Collateral in a material fashion, the order of enforcement set forth in this paragraph (h) shall not apply and the Liquidating Trustee shall be entitled to liquidate the Ritter Backstop Collateral in the order of its choosing. Any dispute regarding whether a material obstruction occurred shall be resolved by the Bankruptcy Court as a contested matter.

(i) The Cash Collateral Account. So long as no default exists in respect of the Ritter Note, Ritter may sell at any time in an arm's-length sale not involving any Affiliates the Forest Mountain Collateral; provided, that (i) the Liquidating Trustee consents to such sale or such sale is approved by the Bankruptcy Court and (ii) the net proceeds of such sale are used to prepay the Ritter Note. Further, so long as no default exists in respect of the Ritter Note and the Backstop Payment is not past due, Ritter may sell at any time in an arm's-length sale not involving any Affiliates the Ritter Real Estate Collateral; provided, that (A) the Liquidating Trustee consents to such sale or such sale is approved by the Bankruptcy Court and (B) the net proceeds of any such sale must be placed in a segregated deposit account (the "Cash Collateral Account") pledged to secure the Ritter Note and payment of the Backstop Amount. The Liquidating Trustee shall have control of the Cash Collateral Account under the terms of an account control agreement

1 reasonably satisfactory to the Focus Liquidating Trust and Ritter. The proceeds in the Cash
 2 Collateral Account shall be promptly released to Ritter upon the release or satisfaction of both the
 3 Ritter Note and all of the obligations of Ritter to pay the Backstop Amount (if any).

4 (j) Certain Provisions Concerning JS NV 2009. On the Effective Date, the Focus
 5 Liquidating Trust and the trustee of the JS NV 2009 shall execute the JS NV 2009 Agreement.

6 **7.4 The Focus Liquidating Trust.**

7 (a) Formation. Pursuant to section 1123(a)(5) of the Bankruptcy Code on the
 8 Effective Date:

9 (i) The Focus Liquidating Trust shall be created pursuant to the Liquidating
 10 Trust Declaration. The Liquidating Trust Declaration shall constitute a Plan Document
 11 and shall only contain terms and conditions consistent with the Plan and reasonably
 12 acceptable to the Debtors and the Committee. Without limiting the generality of the
 13 foregoing, but subject to Section 7.4(d) below, the Liquidating Trust Declaration shall
 14 require that all Liquidating Trust Property be distributed subject to the following
 15 waterfall:

16 (A) First, to satisfy in full any outstanding expenses arising from the
 17 administration of the Focus Liquidating Trust, including under the Focus
 18 Agreements;

19 (B) Second, ratably, to the holders of Class A Liquidating Trust
 20 Beneficial Interests until such holders have received, in the aggregate, an amount
 21 equal to the Allowed amount of all Unsecured Claims; and

22 (C) Third, ratably, to the holders of Class B Liquidating Trust
 23 Beneficial Interests until such holders have received, in the aggregate, an amount
 24 equal to Allowed amount of Subordinated Claims.

25 (b) The Liquidating Trustee.

26 (i) The Focus Liquidating Trust shall be administered by a single trustee (the
 27 "Liquidating Trustee") who shall be jointly selected by the Committee and Mr. Ritter and
 28 identified prior to the commencement of the Confirmation Hearing.

1 (ii) Subject to Section 7.4(b)(v), the Liquidating Trustee shall be solely
2 responsible for (a) administering the assets of the Focus Liquidating Trust (b) asserting all
3 causes of action held by the Focus Liquidating Trust, (c) objecting to claims, and
4 (d) making distributions to creditors.

5 (iii) The Focus Liquidating Trust shall have a five (5) member advisory board
6 (the “**Advisory Board**”) that shall consult with the Liquidating Trustee regarding the
7 administration of the Focus Liquidating Trust. The function of the Advisory Board shall
8 be solely to consult with the Liquidating Trustee and the Advisory Board shall have no
9 governance functions. The members of such advisory board shall be selected by the
10 Committee and their compensation, if any, and/or right to seek reimbursement of
11 expenses shall be set forth in the Liquidating Trust Declaration and subject to approval
12 of the Bankruptcy Court on the Confirmation Date. Any such compensation or
13 reimbursement shall be funded by the Focus Liquidating Trust. Nothing herein shall
14 prohibit the Liquidating Trustee from seeking information or input from the Advisory
15 Board. Notwithstanding the foregoing, the following terms and conditions shall apply
16 in connection with the Advisory Board’s role in the Liquidating Trust with respect to a
17 proposed sale by the Liquidating Trustee of Focus Assets or Non-Exempt Assets until
18 such time as any obligations under the Backstop have been satisfied or released:

19 (A) The Liquidating Trustee shall provide the Advisory Board with at
20 least fifteen (15) days’ notice of the material details and other reasonable requested
21 information of any proposed sale of any Focus Asset or Non-Exempt Asset that the
22 Liquidating Trustee believes is a good faith offer that he or she is prepared to
23 accept, subject to input from the Advisory Board. The period of time from the
24 issuance of the notice through close of business on the 15th day thereafter is
25 referred to herein as the “Consultation Period.”

26 (B) The Advisory Board and its members may consult with the
27 Liquidating Trustee during the Consultation Period and the Liquidating Trustee
28 shall use commercially reasonable efforts to consult with the Advisory Board

1 during such period.

2 (C) At the conclusion of the Consultation Period, the Liquidating
3 Trustee may proceed or not proceed with the sale of Focus Assets or Non-Exempt
4 Assets (as the case may be) regardless of whether the Advisory Board agrees with
5 or opposes such sale. It is expressly understood that the Advisory Board shall
6 have no authority to veto any sale of Focus Assets or Non-Exempt Assets
7 proposed by the Liquidating Trustee. Further the Advisory Board and each
8 member thereof shall waive all of his or her rights (1) to object to such sale and
9 (2) to file a lawsuit against the Liquidating Trustee in the Bankruptcy Court or any
10 other court of competent jurisdiction arising from the Liquidating Trustee's
11 decision to sell or not sell Focus Assets or Non-Exempt Assets; provided, that the
12 rights of an Advisory Board member to object to a sale or file a lawsuit against the
13 Liquidating Trustee arising from such sale (or non-sale) shall be immediately
14 restored upon his or her resignation from the Advisory Board. Any Advisory
15 Board member resigning from the Advisory Board for purposes of objecting to a
16 sale or filing a lawsuit against the Liquidating Trustee may not be reappointed.
17 The remaining Advisory Board members shall promptly replace the resigning
18 member of the Advisory Board; provided that if Ritter, Reorganized Focus, FCG,
19 or any of their Affiliates objects to or otherwise opposes a sale of a Focus Asset or
20 Non-Exempt Asset, then the Advisory Board may respond to such objection or
21 opposition.

22 (iv) The Liquidating Trustee's compensation shall be determined by the
23 Committee and subject to the approval of the Bankruptcy Court on the Confirmation
24 Date. Additionally, the Committee, with the commercially reasonable assistance of
25 Ritter, shall establish a budget for the Liquidating Trustee to carry out its duties with
26 respect to the Focus Liquidating Trust.

27 (v) Prior to the satisfaction of the Backstop Amount, the Liquidating Trustee
28 shall engage Mr. Ritter pursuant to the Focus Agreement and, unless Mr. Ritter agrees

otherwise, FCG to sell the Focus Assets or Non-Exempt Assets, provided that, absent an order of the Bankruptcy Court, such sales shall be for cash consideration; provided, further that the Liquidating Trustee may engage a broker other than FCG if (i) the potential purchaser in respect of a proposed sale of Focus Assets or Non-Exempt Assets is an Affiliate of Ritter or the Reorganized Debtor or (ii) FCG breaches a material provision of the Focus Agreement or other written agreement between FCG and the Liquidating Trust or violates an applicable law or regulation and the Bankruptcy Court determines that such breach or violation materially interfered with the exercise of the Liquidating Trustee's duties under the Liquidating Trust Declaration. FCG shall be entitled to the broker fee set forth in the Focus Agreement with respect to any sale of such assets for which FCG is the broker. The Liquidating Trustee shall supervise and approve all marketing and sales of Liquidating Trust Property, and all such sales shall be arms-length sales.

(c) Financial Accounts. The Focus Liquidating Trust shall maintain its financial accounts in Nevada or such other approved institutions set forth on the schedule to the Liquidating Trust Declaration.

(d) Assets. On the Effective Date, the Debtors shall transfer the following assets to the Focus Liquidating Trust to be administered for the benefit of the holders of Liquidating Trust Beneficial Interests on the terms and conditions set forth in the Plan and the Liquidating Trust Declaration:

- (i) The Focus Assets on the terms and conditions set forth in Section 7.2;
- (ii) The Non-Exempt Assets on the terms and conditions set forth in Section 7.3;
- (iii) The Remaining Cash Amount, as soon as reasonably practicable after the Effective Date on the terms and conditions set forth in Section 7.6 (subject to reserves deemed necessary in the discretion of Reorganized Focus, in its capacity as Disbursing Agent, Administrative Claims, Gap Claims, and Priority Claims);
- (iv) The Ritter Note;

- (v) The HW 2014 Liquidating Trust Note;
- (vi) The Cobalt Series Recovery Right; and
- (vii) The Trust Causes of Action.

(e) Purpose of the Focus Liquidating Trust. The Focus Liquidating Trust shall be established for the primary purpose of liquidating its assets in accordance with Treas. Reg. § 301.7701-4(d) with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Focus Liquidating Trust. Accordingly, the Liquidating Trustee shall, in an expeditious but orderly manner, liquidate and convert to Cash the non-Cash Liquidating Trust Property, make timely distributions to the holders of Liquidating Trust Beneficial Interests, and not unduly prolong the duration of the Focus Liquidating Trust. The Focus Liquidating Trust shall not be deemed a successor-in-interest of the Debtors for any purpose other than as specifically set forth herein or in the Liquidating Trust Declaration. The Focus Liquidating Trust is intended to qualify as a “grantor trust” for federal income tax purposes with the holders of Liquidating Trust Interests treated as grantors and owners of the Focus Liquidating Trust. As soon as practicable after the Effective Date, the Liquidating Trustee (to the extent that the Liquidating Trustee deems it necessary or appropriate in his or her sole discretion) shall value the Liquidating Trust Property based on the good faith determination of the Liquidating Trustee. The valuation shall be used consistently by all parties for all federal income tax purposes. The Bankruptcy Court shall resolve any dispute regarding such valuation.

(f) Powers of the Liquidating Trustee. The Liquidating Trustee shall have the power to administer the Liquidating Trust Property in a manner consistent with the Liquidating Trust Declaration, which shall incorporate the powers of a trustee appointed pursuant to section 1104 of the Bankruptcy Code. Without limiting the generality of the foregoing, the Liquidating Trustee shall (i) hold, administer and sell, the Liquidating Trust Property, including as set forth in Section 7.4(d) above; (ii) have authority to pay all out of pocket expenses incurred in connection with the holding, administration and sale of the Liquidating Trust Property therefrom; (iii) have the power and authority to retain, as an expense of the Focus Liquidating Trust, such attorneys,

advisors, other professionals and employees as may be appropriate to perform the duties required of the Liquidating Trustee hereunder or in the Liquidating Trust Declaration; (iv) prosecute, in its sole discretion, all of the Trust Causes of Action; (v) make distributions as provided in the Liquidating Trust Declaration and this Plan; and (vi) provide periodic reports and updates regarding the status of the administration of the Focus Liquidating Trust. The Liquidating Trustee shall be deemed a Disbursing Agent under the Plan when making distributions to holders of Liquidating Trust Interests pursuant to the Liquidating Trust Declaration.

(g) Administration of Focus Assets. Notwithstanding anything set forth in Section 7.4(a) above or in the Liquidating Trust Declaration:

(i) the Liquidating Trustee shall expeditiously market and sell when deemed appropriate all Focus Assets constituting Collateral to Be Sold. Upon the sale of any such Collateral to Be Sold, the Liquidating Trustee shall distribute 50% of the Net Proceeds of such sale ratably to the holders of Focus Entity Secured Claims secured by such Collateral to Be Sold. The remaining 50% shall be available to be distributed pursuant to Section 7.4(a)(i) above;

(ii) with respect to each Focus Asset constituting Other Collateral, within six (6) months of the Effective Date, the Liquidating Trustee shall determine whether the Liens securing such Other Collateral are in bona fide dispute, and whether the value of such Other Collateral is greater or less than the nominal amount of the Focus Entity Secured Claims secured by such Other Collateral. If the Liquidating Trustee determines that the Liens securing such Other Collateral are subject to a bona fide dispute, the Liquidating Trustee shall sell such Other Collateral pursuant to section 363(f)(4) of the Bankruptcy Code and deposit the Net Proceeds into an escrow account pending further order of the Bankruptcy Court. If the Liquidating Trustee determines that the Liens securing such Other Collateral are not subject to a bona fide dispute, but that the value of such Other Collateral is greater than the nominal amount of the Focus Entity Secured Claims secured thereby, the Liquidating Trustee shall expeditiously market and sell such Other Collateral and, upon the sale of such Other Collateral, the Liquidating Trustee shall

1 distribute the Net Proceeds of such sale ratably to the holders of such Focus Entity
2 Secured Claims until such Focus Entity Secured Claims have been paid in full. Any
3 excess Net Proceeds shall be available to be distributed pursuant to Section 7.4(a) above.
4 If the Liquidating Trustee determines that the Liens securing such Other Collateral are not
5 subject to a bona fide dispute and that the value of such Other Collateral is less than the
6 nominal value of the Focus Entity Secured Claims secured thereby, the Liquidating
7 Trustee shall abandon such Other Collateral to the holders of such Focus Entity Secured
8 Claims and such holders shall be entitled to exercise any remedies that they may have
9 under applicable law, unless the holders of Liens in such Other Collateral and the
10 Liquidating Trustee agree otherwise. Any disputes concerning the value of any Other
11 Collateral between the Liquidating Trustee and the holders of Focus Entity Secured
12 Claims secured by such Other Collateral shall be resolved by the Bankruptcy Court; and

13 (iii) Without limiting the authority of the Liquidating Trustee set forth above, it
14 is expressly understood that the Liquidating Trustee shall be authorized to assert all of the
15 rights and claims of the Estates under section 506(d) of the Bankruptcy Code against the
16 holders of Liens in Other Collateral and otherwise in respect of such Liens and the
17 Bankruptcy Court shall have jurisdiction to determine all such rights and claims. For the
18 avoidance of doubt, a Lien is subject to bona fide dispute for the purposes of the Plan if
19 there exists a bona fide basis on which to void such Lien pursuant to section 506(d) of the
20 Bankruptcy Code.

21 (iv) All costs associated with the maintenance and sale of the Focus Assets,
22 including, but not limited to, the Payment of Secured Tax Claims and other taxes, land
23 carrying costs, and legal costs shall be paid from the Focus Liquidating Trust. Ritter
24 will meet and confer with the Committee to formulate a budget of anticipated costs
25 associated with the maintenance and sale of the Focus Assets.

26 (h) Focus Matters. On the Effective Date, the Liquidating Trustee shall enter into an
27 agreement with Reorganized Focus, Ritter, FCG and LEHM, LLC (the "Focus Agreement").
28 Such agreement shall provide for the terms on which the Liquidating Trustee will engage

1 Reorganized Focus, Ritter, and FCG to sell the Focus Assets and Non-Exempt Assets constituting
2 Liquidating Trust Property; provided that Liquidating Trustee shall remain the ultimate decision
3 maker with respect to any action to be taken in respect of the Liquidating Trust Property. The
4 Focus Agreement shall provide for the payment of a monthly fee by the Liquidating Trustee of
5 either (i) \$10,000 or (ii) the reimbursement of Ritter and Reorganized Focus by the Liquidating
6 Trustee any reasonable and actual out-of-pocket expenses incurred as part of their efforts to assist
7 the Liquidating Trustee; provided that the Liquidating Trustee and the Advisory Board shall meet
8 on the six (6) month anniversary of the Focus Agreement and every six (6) month anniversary
9 thereafter to review the monthly fee and; provided further, that the Liquidating Trustee may
10 change the selected compensation from a \$10,000 monthly fee to out-of-pocket expense
11 reimbursement, or visa versa, immediately following each six (6) month anniversary. The
12 Liquidating Trustee, Ritter, and Reorganized Focus may consensually renegotiate the monthly fee
13 at any time after the Effective Date. The Focus Agreement shall be approved by the Court at the
14 Confirmation Hearing.

15 (i) Reporting. On or before the thirty (30) days after each anniversary of the Effective
16 Date, the Liquidating Trustee shall provide Ritter and the Advisory Board with an accounting of
17 the liquidation of the Focus Assets (including the Collateral to Be Sold) and the Non-Exempt
18 Assets conducted in each full year following the Effective Date. If, prior to the fifth (5th)
19 anniversary of the Effective Date, the proceeds from the sale of such Assets actually received by
20 the Liquidation Trustee equals or exceeds the Backstop Amount, the Liquidating Trustee shall
21 promptly notify Ritter of such fact in writing and expressly acknowledge in such writing that
22 Ritter shall have no further liability to the Liquidating Trustee for the Backstop Amount.

23 After the Effective Date, the Liquidating Trustee, Ritter, and Reorganized Focus
24 shall cooperate in good faith with one another to cause the filing of all post-confirmation
25 quarterly reports with the Court.

26 (j) Termination of Focus Liquidating Trust. The Focus Liquidating Trust will
27 terminate as soon as practicable, but not later than the fifth (5th) anniversary of the Effective
28 Date; provided, that, within six months prior to the fifth (5th) anniversary of the Effective Date

(or such later date as may be permitted by order of the Bankruptcy Court), the Bankruptcy Court, upon motion by a party in interest, may extend the term of the Focus Liquidating Trust for a finite period, if such an extension is necessary to liquidate the Liquidating Trust Property or for other good cause. Multiple extensions of the termination of the Focus Liquidating Trust may be obtained so long as Bankruptcy Court approval is obtained prior to the expiration of each extended term and the Liquidating Trustee receives an opinion of counsel or a favorable ruling from the Internal Revenue Service that any further extension will not adversely affect the status of the Focus Liquidating Trust as a grantor trust for federal income tax purposes.

Without limiting the generality of the foregoing, if the HW 2014 Note has not be paid in full at the time that the Focus Liquidating Trust is terminated, the holders of Liquidating Trust Beneficial Interests receiving a distribution of their pro rata share of the HW 2014 Note shall automatically be deemed to have appointed the Liquidating Trustee as their agent to (a) receive any payments made in respect of the HW 2014 Note and (b) enforce the terms of the HW 2014 Note as permitted by law, in each case, (1) on and after the termination of the Focus Liquidating Trust and (2) for the benefit of the holders of HW 2014 Note. The Liquidating Trustee may establish a reasonable reserve from the Liquidating Trust Property to perform its necessary functions as agent for the HW 2014 Note. The Liquidating Trustee shall use his discretion in collecting the HW 2014 Note and shall have all of the benefits of the exculpations set forth herein and in the Plan. Upon the payment or enforcement of the HW 2014 Note, the Liquidating Trustee shall distribute the proceeds thereof to the holders of the HW 2014 Note based on their pro rata share of the HW 2014 Note.

(k) Undisclosed Assets. In the event the Liquidating Trustee or any creditor of Ritter discovers any Asset(s) that is determined by a Final Order to: (i) be estate property pursuant to section 541 of the Bankruptcy Code; (ii) have a gross aggregate value in excess of \$100,000; and (iii) not to have been scheduled or otherwise disclosed to the Committee in writing by the Debtors in these Chapter 11 Cases; such Asset shall be automatically transferred to the Focus Liquidating Trust and Ritter shall take all actions requested by the Liquidating Trustee to evidence such transfer.

(l) Certain Obligations of the Reorganized Debtors. Until the termination of the Focus Liquidating Trust, Reorganized Focus and Ritter shall cooperate in a commercially reasonable manner and in good faith with the Liquidating Trustee to assure that the Focus Liquidating Trust has full and complete access to the books and records and other information of Ritter and Reorganized Focus in connection with its duty to hold, administer or sell the Liquidating Trust Property (including the collection of the Ritter Note and the HW 2014 Note and the sale of the Ritter Collateral and the Backstop Collateral, if necessary). Without limiting the generality of the foregoing, Reorganized Focus and Ritter shall provide the Liquidating Trustee through the termination of the Focus Liquidating Trust with reasonable access to review and copy such records and documents at the Liquidating Trustee's sole cost and expense.

(m) Certain Exculpations. The Liquidating Trustee, together with its agents and representatives, are exculpated pursuant to the Plan by all Persons, holders of Claims, Equity Interests, and other parties in interest, from any and all Causes of Action, arising out of the discharge of the powers and duties conferred upon the Liquidating Trustee by the Liquidating Trust Declaration, the Plan, any Final Order of the Bankruptcy Court entered pursuant to or in the furtherance of the Plan, or applicable law, except solely for actions or omissions arising out of the Liquidating Trustee's gross negligence or willful misconduct.

7.5 Corporate Action.

The entry of the Confirmation Order shall constitute authorization for the Focus Entities to take or cause to be taken all corporate actions necessary or appropriate to implement all provisions of, and to consummate, the Plan prior to, on and after the Effective Date and all such actions taken or caused to be taken shall be deemed to have been authorized and approved by the Bankruptcy Court without further approval, act or action under any applicable law, order, rule or regulation, including any action required to be taken by any manager of a Focus Entity. On the Effective Date, the managers of the Focus Entities are authorized and directed to do all things and to execute and deliver all agreements, documents, instruments, notices and certificates as are contemplated by the Plan and to take all necessary action required in connection therewith, in the name of and on behalf of the Focus Entities and Reorganized Focus.

7.6 Settlement of Certain Claims Against the JAR Trust.

On the Effective Date, the JAR Trust shall pay the JAR Settlement Amount to the Estates. Such payment shall be in full and complete satisfaction and settlement of the JAR Causes of Action. The entry of the Confirmation Order shall be deemed a finding that the settlement set forth in this Section 7.6 was entered into in good faith and is fair, equitable and in the best interests of the Estates. The JAR Settlement Amount shall be used to satisfy Administrative Claims (including Fee Claims), Gap Claims and Priority Claims. As provided in Article VIII, Reorganized Focus shall serve as the Disbursing Agent with respect to such Claims. Any Cash remaining after the payment in full of such Claims shall be contributed to the Focus Liquidating Trust free and clear of all Liens, Claims and encumbrances to be distributed as set forth in Section 7.4(a) above.

7.7 Settlement of Certain Claims Against Holders of Liens in Collateral to Be Sold.

On the Effective Date, all Accepting Secured Class Causes of Action shall be released by the Estates and each Lien in and upon Collateral to Be Sold shall be deemed to be perfected, fully enforceable, valid and non-avoidable, subject to the terms of the Plan.

7.8 Settlement of Claimed Exemptions.

The Plan shall constitute a settlement fully allowing the exemptions that Ritter has claimed in his *Amended Individual Schedules* [D.I. 583] and the Confirmation Order shall conclusively determine that the property listed therein is exempt in all respects.

7.9 Settlement of FBNR1 Claims

On the Effective Date, in full satisfaction and settlement of the FBNR1 Claims, FBNR1 Acquisitions, LLC shall (1) consent to transfer to the transfer of any property securing such Claim to the Focus Liquidating Trust free and clear of all liens; (2) FBNR1 Acquisitions, LLC will withdraw the FBNR1 Claims; (3) FBNR1 Acquisitions, LLC shall waive any subordination rights it may have against any parties in connection with any loans related to the Debtors, including the Slusher Group; and (4) FBNR1 Acquisitions, LLC and all of its officers, directors, employees, agents, and assigns will receive general releases from the Debtors under the Plan.

1 **7.10 Re-vesting of Assets.**

2 Upon the occurrence of the Effective Date, except as otherwise expressly provided in the
 3 Plan, title to all of the Exempt Assets shall vest in Ritter free and clear of all Liens, Claims,
 4 interests and other encumbrances and without further order of the Bankruptcy Court. On and
 5 after the occurrence of the Effective Date, Reorganized Focus and Ritter may use, acquire and
 6 dispose of their respective Assets free of any restrictions of the Bankruptcy Code, except to the
 7 extent that any Asset is Ritter Note Collateral or Ritter Backstop Collateral which shall be treated
 8 as set forth in Section 7.3(g)-(h) herein, respectively.

9 **7.11 Management and Officers.**

10 Subject to applicable law, from and after the Effective Date, the managers of Reorganized
 11 Focus shall be selected and appointed, in accordance with, and pursuant to, the provisions of
 12 applicable law and the Reorganized Focus Company Agreement. Nothing in this Plan shall
 13 constitute an assumption by Reorganized Focus of any Claims or obligations to its employees.

14 **7.12 Causes of Action.**

15 Except for the Trust Causes of Action, all Causes of Action of Ritter and his Estate shall,
 16 upon the occurrence of the Effective Date, be vested in Ritter. The rights of Ritter to commence,
 17 prosecute or settle such Causes of Action shall be preserved notwithstanding the occurrence of
 18 the Effective Date.

19 As set forth in Section 7.4(c), the Focus Liquidating Trust shall, upon the occurrence of
 20 the Effective Date, be entitled to commence, prosecute or settle the Trust Causes of Action and
 21 the Trust Causes of Action shall be preserved in all respects for the benefit of the Focus
 22 Liquidating Trust notwithstanding the occurrence of the Effective Date.

23 **No Person may rely on the absence of a specific reference in the Plan or the**
 24 **Disclosure Statement to any Cause of Action against them as any indication that**
 25 **Reorganized Focus, Ritter and/or the Focus Liquidating Trust will not pursue any and all**
 26 **available Causes of Action against them. Each of Reorganized Focus, Ritter and the Focus**
 27 **Liquidating Trust expressly reserves all rights to prosecute any and all Causes of Action**
 28 **against any Person, except as otherwise provided in the Plan. Unless a Cause of Action**

1 against a Person is expressly waived, relinquished, exculpated, released, compromised or
 2 settled in the Plan or a Final Order, each Focus Entity, Ritter and/or the Focus Liquidating
 3 Trust expressly reserves such Cause of Action for later adjudication, and, therefore, no
 4 preclusion doctrine, including without limitation, the doctrines of res judicata, collateral
 5 estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or
 6 laches, shall apply to such Cause of Action upon or after the confirmation or consummation
 7 of the Plan.

8 For the avoidance of doubt, it is expressly acknowledged that nothing in this Plan
 9 shall waive, modify, release or affect the V5 Claims and such claims are fully preserved.

10 **7.13 Sources of Cash for Plan Distributions.**

11 The Disbursing Agent shall make Plan Distributions in respect of Administrative Claims
 12 (including Fee Claims), Gap Claims and Priority Claims from the JAR Settlement Amount, the
 13 NOL Election Refund, the 2015 Tax Return (other than \$100,000 of the 2015 Tax Return), the
 14 Additional Tax Refund, any other tax refund for any period based on a tax attribute existing prior
 15 to the Effective Date (other than \$100,000 of the 2015 Tax Refund), and such other Cash not
 16 constituting Exempt Assets held by or contributed to the Estates on the Effective Date. Plan
 17 Distributions in respect of Tax Claims shall be made by Ritter from assets other than Liquidating
 18 Trust Property. All other Plan Distributions shall be made from Liquidating Trust Property, with
 19 the exception of Plan Distributions on accounts of the ICW Claims, which shall be paid by Ritter
 20 as provided in Section 4.1(e).

21 **7.14 Certain Provisions Relating to Multibank**

22 The Multibank Allowed Secured Claim shall be Allowed on the Effective Date and treated
 23 as set forth in this Plan. The Multibank Unsecured Claim shall be determined by the Liquidating
 24 Trust immediately prior to a Plan Distribution Date involving distributions to Class 10. If the
 25 Multibank Property has been sold by the Liquidating Trust prior to such Plan Distribution Date,
 26 the Multibank Unsecured Claim shall be Allowed in an amount equal to \$19,868,765.94 minus
 27 the amount of proceeds actually received by Multibank as a result of such sale. If the Multibank
 28 Property has been transferred to Multibank prior to such Plan Distribution Date, the Multibank

Unsecured Claim shall be Allowed in an amount equal to \$19,868,765.94 minus the value of the Multibank Property. Such value shall be determined either by agreement of Multibank and the Liquidating Trustee or by the Bankruptcy Court. If the Multibank Property has been neither sold nor transferred by the Liquidating Trustee to Multibank prior to a Plan Distribution Date, the Multibank Unsecured Claim shall be Allowed in the amount of \$19,868,765.94. Multibank shall have no other Claims against the Debtors other than the Multibank Allowed Secured Claim and the Multibank Unsecured Claim.

7.15 Certain Provisions Relating to Pacific Western Bank

The PWB Secured Claims shall be Allowed on the Effective Date and treated as set forth in Section 4.1(h) of this Plan. The PWB Allowed Unsecured Claims shall be Allowed and treated as a Class 10 Claim in the amount of the difference between \$3,750,704.09 (the filed amount) less the amount PWB receives with respect to the PWB Secured Claim under Section 4.1(h) of this Plan.

7.16 Reinstatement and Continuation of Insurance Policies

From and after the Effective Date, each of the Debtors' insurance policies in effect immediately prior to the Effective Date shall remain in effect in accordance with its terms and shall, to the extent applicable, be deemed assumed by either Mr. Ritter or Reorganized Focus, as applicable, pursuant to section 365 of the Bankruptcy Code.

ARTICLE VIII.

APPOINTMENT OF THE DISBURSING AGENT

Upon the occurrence of the Effective Date, (a) Reorganized Focus shall be appointed to serve as the Disbursing Agent with respect to all Administrative Claims (including Fee Claims), Gap Claims and Priority Claims, (b) Ritter shall be appointed the Disbursing Agent for Tax Claims and the ICW Claims, and (c) the Liquidating Trustee shall be appointed to serve as the Disbursing Agent with respect to all other Claims. Each of Reorganized Focus, Ritter and the Liquidating Trustee, in its respective capacity a Disbursing Agent, shall have all powers, rights, duties and protections afforded the Disbursing Agent under the Plan.

8.1 Powers and Duties of the Disbursing Agent.

Pursuant to the terms and provisions of the Plan, with respect to those Claims as to which it serves as Disbursing Agent, each Disbursing Agent shall be empowered and directed to (a) take all steps and execute all instruments and documents necessary to make Plan Distributions to holders of Allowed Claims; (b) comply with the Plan and the obligations thereunder; (c) employ, retain, or replace professionals to represent it with respect to its responsibilities; (d) object to Claims as specified in the Plan, and prosecute such objections; (e) compromise and settle any issue or dispute regarding the amount, validity, priority, treatment, or Allowance of any Claim as provided in the Plan; (f) make annual and other periodic reports regarding the status of distributions under the Plan to the holders of Allowed Claims that are outstanding at such time, with such reports to be made available upon request to the holder of any Contested Claim; and (g) exercise such other powers as may be vested in the Disbursing Agent pursuant to the Plan, the Plan Documents or order of the Bankruptcy Court.

8.2 Plan Distributions.

Pursuant to the terms and provisions of the Plan, the Disbursing Agent shall make the required Plan Distributions specified under the Plan on the relevant Plan Distribution Date therefor. The initial Plan Distribution Date shall occur on the Effective Date or as reasonably practicable thereafter.

8.3 Exculpation of Disbursing Agent.

Except as otherwise provided in this Section 8.3, the Disbursing Agent, together with its officers, directors, employees, agents, and representatives, are exculpated pursuant to the Plan by all Persons, holders of Claims and all other parties in interest, from any and all Causes of Action arising out of the discharge of the powers and duties conferred upon the Disbursing Agent (and each of its respective paying agents), by the Plan, any Final Order of the Bankruptcy Court entered pursuant to or in the furtherance of the Plan, or applicable law, except solely for actions or omissions arising out of the Disbursing Agent's willful misconduct or gross negligence. No holder of a Claim or representative thereof, shall have or pursue any Cause of Action (a) against the Disbursing Agent or its respective officers,

1 directors, employees, agents, and representatives for making Plan Distributions in
 2 accordance with the Plan; or (b) against any holder of a Claim for receiving or retaining
 3 Plan Distributions as provided for by the Plan. Nothing contained in this Section 8.3 shall
 4 preclude or impair any holder of an Allowed Claim from bringing an action in the
 5 Bankruptcy Court against the Disbursing Agent to compel the making of Plan Distributions
 6 contemplated by the Plan on account of such Claim.

7 ARTICLE IX.

8 PLAN DISTRIBUTION PROVISIONS

9 **9.1 Plan Distributions.**

10 The Disbursing Agent shall make all Plan Distributions in accordance with the terms of
 11 the Plan. In the event a Plan Distribution shall be payable on a day other than a Business Day,
 12 such Plan Distribution shall instead be paid on the immediately succeeding Business Day, but
 13 shall be deemed to have been made on the date otherwise due. For federal income tax purposes,
 14 except to the extent a Plan Distribution is made in connection with reinstatement of an obligation
 15 pursuant to section 1124 of the Bankruptcy Code, a Plan Distribution will be allocated first to the
 16 principal amount of a Claim and then, to the extent the Plan Distribution exceeds the principal
 17 amount of the Claim, to the portion of the Claim representing accrued but unpaid interest.

18 **9.2 Timing of Plan Distributions.**

19 Each Plan Distribution shall be made on the relevant Plan Distribution Date therefor and
 20 shall be deemed to have been timely made if made on such date or within ten (10) days thereafter.

21 **9.3 Address for Delivery of Plan Distributions/Unclaimed Plan Distributions.**

22 Subject to Bankruptcy Rule 9010, any Plan Distribution or delivery to a holder of an
 23 Allowed Claim shall be made at the address of such holder as set forth in the latest-dated of:
 24 (a) the Schedules; (b) any proof of Claim filed by such holder; (c) any notice of assignment filed
 25 with the Bankruptcy Court with respect to such Claim pursuant to Bankruptcy Rule 3001(e); and
 26 (d) any notice served by such holder giving details of a change of address. If any Plan
 27 Distribution is returned to the Disbursing Agent as undeliverable, no Plan Distributions shall be
 28

made to such holder unless the Disbursing Agent is notified of such holder's then current address within ninety (90) days after such Plan Distribution was returned. After such date, if such notice was not provided, a holder shall have forfeited its right to such Plan Distribution. Undeliverable Plan Distributions made from assets other than Liquidating Trust Property shall be returned to Reorganized Focus. Undeliverable Plan Distributions made from Liquidating Trust Property, including the Focus Assets, the Non-Exempt Assets, the Remaining Cash Amount, the Ritter Note, the HW 2014 Liquidating Trust Note, the Cobalt Series Recovery Right, the Trust Causes of Action, and any Net Proceeds thereof, shall be returned to the Focus Liquidating Trust.

9.4 De Minimis Plan Distributions.

No Plan Distribution of less than twenty-five dollars (\$25.00) shall be made by the Disbursing Agent to the holder of any Claim unless a request therefor is made in writing to the Disbursing Agent within ninety (90) days of the Effective Date. Each Plan Distribution of less than twenty-five dollars (\$25.00) as to which no request is made as provided in this Section 9.4 shall automatically revert to the applicable Disbursing Agent on the later of (a) the ninety-first (91st) day after the Effective Date; and (b) the date of such Plan Distribution and such Plan Distribution shall revert to the Reorganized Debtor or the Focus Liquidating Trust as set forth in Section 9.3 hereof.

9.5 Time Bar to Cash Payments.

Checks issued in respect of Allowed Claims shall be null and void if not negotiated within one hundred and eighty (180) days after the date of issuance thereof. Requests for reissuance of any voided check shall be made directly to the Disbursing Agent by the holder of the Allowed Claim to whom such check was originally issued. Any claim in respect of such a voided check shall be made within thirty days (30) days after the date upon which such check was deemed void. If no request is made as provided in the preceding sentence, any claims in respect of such voided check shall be discharged and forever barred and such unclaimed Plan Distribution shall revert to the Reorganized Debtor or the Focus Liquidating Trust as set forth in Section 9.3.

9.6 Manner of Payment Under the Plan.

Unless the Person receiving a Plan Distribution agrees otherwise, any Plan Distribution to be made in Cash under the Plan shall be made, at the election of the Disbursing Agent, by check drawn on a domestic bank or by wire transfer from a domestic bank. Cash payments to foreign creditors may, in addition to the foregoing, be made at the option of the Disbursing Agent in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

9.7 Fractional Plan Distributions.

Notwithstanding anything to the contrary contained herein, no Plan Distributions of fractions of dollars will be made. Fractions of dollars shall be rounded to the nearest whole unit (with any amount equal to or less than one-half dollar to be rounded down).

9.8 Surrender and Cancellation of Instruments.

As a condition to receiving any Plan Distribution, on or before the Plan Distribution Date, the holder of an Allowed Claim evidenced by a certificate, instrument or note (other than any such certificate, instrument or note that is being reinstated or being left unimpaired under the Plan) shall (a) surrender such certificate, instrument or note representing such Claim, except to the extent assumed by the Debtor; and (b) execute and deliver such other documents as may be necessary to effectuate the Plan. Such certificate, instrument or note shall thereafter be cancelled and extinguished. The Disbursing Agent shall have the right to withhold any Plan Distribution to be made to or on behalf of any holder of such Claims unless and until (1) such certificates, instruments or notes are surrendered; or (2) any relevant holder provides to the Disbursing Agent an affidavit of loss or such other documents as may be required by the Disbursing Agent together with an appropriate indemnity in the customary form. Any such holder who fails to surrender such certificates, instruments or notes or otherwise fails to deliver an affidavit of loss and indemnity prior to the second anniversary of the Effective Date shall be deemed to have forfeited its Claims and shall not participate in any Plan Distribution. All property in respect of such forfeited Claims shall revert to the Liquidating Trustee.

ARTICLE X.**PROCEDURES FOR RESOLVING
AND TREATING CONTESTED CLAIMS****10.1 Objection Deadline.**

The Liquidating Trustee, with the cooperation of Ritter and Reorganized Focus, shall file objections to Claims, if any, with the Bankruptcy Court as soon as practicable, but not later than (a) the date that is one hundred and eighty (180) days after the Effective Date; or (b) such later date as may be established by order of the Bankruptcy Court upon motion of the Liquidating Trustee without notice or a hearing. The Liquidating Trustee shall serve any objection to a Claim upon the holder of the Claim to which the Liquidating Trustee objects.

10.2 Prosecution of Contested Claims.

The Liquidating Trustee may object to the allowance of Claims filed with the Bankruptcy Court with respect to which liability is disputed in whole or in part. All objections that are filed and prosecuted as provided herein shall be litigated to Final Order or compromised and settled in accordance with Section 10.3.

10.3 Claims Settlement.

Notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, from and after the Effective Date, the Liquidating Trustee shall have authority to settle or compromise all Claims and Causes of Action without further review or approval of the Bankruptcy Court.

10.4 Entitlement to Plan Distributions upon Allowance.

Notwithstanding any other provision of the Plan, no Plan Distribution shall be made with respect to any Claim to the extent it is a Contested Claim, unless and until such Contested Claim becomes an Allowed Claim. When a Claim that is not an Allowed Claim as of the Effective Date becomes an Allowed Claim (regardless of when), the holder of such Allowed Claim shall thereupon become entitled to receive the Plan Distributions in respect of such Claim, the same as though such Claim had been an Allowed Claim on the Effective Date.

ARTICLE XI.

**CONDITIONS PRECEDENT TO
CONFIRMATION OF THE PLAN AND
THE OCCURRENCE OF THE EFFECTIVE DATE**

11.1 Conditions Precedent to Confirmation.

The following are conditions precedent to confirmation of the Plan:

(a) The clerk of the Bankruptcy Court shall have entered an order or orders
(i) approving the Disclosure Statement as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (ii) authorizing the solicitation of votes with respect to the Plan; (iii) determining that all votes are binding and have been properly tabulated as acceptances or rejections of the Plan; (iv) confirming and giving effect to the terms and provisions of the Plan; (v) determining that all applicable tests, standards and burdens in connection with the Plan have been duly satisfied and met by the Debtors and the Plan; (vi) approving the Plan Documents; and (vii) authorizing the Debtors to execute, enter into, and deliver the Plan Documents and to execute, implement, and to take all actions otherwise necessary or appropriate to give effect to, the transactions and transfer of Assets contemplated by the Plan and the Plan Documents;

(b) The Confirmation Order, the Plan Documents and the Plan are each in a form reasonably satisfactory to Ritter, Reorganized Focus, and the Committee; and

(c) The provisions of the Confirmation Order relating to the Focus Liquidating Trust and the Liquidating Trust Declaration are each in a form reasonably satisfactory to the Committee and the Liquidating Trustee.

11.2 Conditions Precedent to the Effective Date.

The following are conditions precedent to the Effective Date:

(a) (i) The Confirmation Order shall have been entered by the clerk of the Bankruptcy Court, and (ii) (x) the Confirmation Order remains in full force and effect (y) and not subject to any stay or injunction;

(b) All necessary consents, authorizations and approvals shall have been given for the transfers of property and the payments provided for or contemplated by the Plan, including

1 satisfaction or waiver of all conditions to the obligations of the Debtors under the Plan and the
2 Plan Documents;

3 (c) The trustee of the JAR Trust shall have paid or agreed to pay on the Effective Date
4 the JAR Settlement Amount;

5 (d) HW 2014 Trust shall have issued the HW 2014 Liquidating Trust Note to
6 Clydesdale and Clydesdale shall have assigned the HW 2014 Liquidating Trust Note to the Focus
7 Liquidating Trust;

8 (e) FBNR1 Acquisitions, LLC shall have withdrawn and waived, as of the Effective
9 Date, all of its claims against the Debtors, including, but not limited to, claims numbered 272,
10 273, 274, 275, 276, 277, and 278.

11 (f) The Debtors shall have caused the following entities to waive, as of the Effective
12 Date, their claims: (1) Focus Investment Group, LLC; (2) Focus Investment Manager, LLC;
13 (3) Focus Management Services, LLC; (4) JV-Rhodes, LLC; (5) PV Utility Holdings, LLC;
14 (6) PVJ, LLC; (7) Gemini 5, LP; (8) Victor Visa (VIC 40), LLC; (9) Victor Vista, LLC and (10)
15 the Mustang Trust.

16 (g) The Plan Documents (including, for the avoidance of doubt, the Ritter Note, the
17 JS NV Agreement and the assignment of the Cobalt Series Recovery Right) shall be in form and
18 substance reasonably satisfactory to the Committee and the Debtors and shall be executed by the
19 relevant parties thereto;

20 (h) The Liquidating Trust Declaration shall have become effective and all conditions
21 to the effectiveness thereof shall have been satisfied or waived; and

22 (i) The Disbursing Agent shall have sufficient funds or the ability to obtain sufficient
23 funds to make all the payments required to be made under the Plan.

24 **11.3 Waiver of Conditions.**

25 The Debtors may waive any one or more of the conditions set forth in Sections 11.1 or
26 11.2 in a writing executed by each of them without notice or order of the Bankruptcy Court and
27 without notice to any parties in interest; provided, that the conditions set forth in Sections 11.1
28

(a), 11.1(b), 11.1(c), 11.2(a)(i), 11.2(a)(ii)(x), 11.2(b), 11.2(c), 11.2(d), 11.2(e), 11.2(f), 11.2(g), 11.2(h), and 11.2(i) may only be waived with the approval of the Committee.

11.4 Effect of Non-Occurrence of the Effective Date.

If the Effective Date shall not occur, the Plan shall be null and void and nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims against the Debtors; (b) prejudice in any manner the rights of the Debtors or (c) constitute an admission, acknowledgement, offer or undertaking by the Debtors.

ARTICLE XII.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

12.1 Assumption and Rejection of Executory Contracts and Unexpired Leases.

(a) On the Effective Date, all executory contracts and unexpired leases of the Debtors shall be treated pursuant to the provisions of section 365 of the Bankruptcy Code, as follows: (i) each contract and lease listed in the Schedule of Rejected Executory Contracts and Unexpired Leases shall be rejected and (ii) each contract and lease listed in the Schedule of Assumed Executory Contracts and Unexpired Leases shall be assumed. The Debtors shall file the Schedule of Assumed Executory Contracts and Unexpired Leases and the Schedule of Rejected Executory Contracts and Unexpired Leases nine (9) days prior to the Voting Deadline; provided that the Debtors will provide the Committee notice of the Schedule of Assumed Executory Contracts and Unexpired Leases and the Schedule of Rejected Executory Contracts and Unexpired Leases and the Committee shall have the right to object. The Debtors shall use commercially reasonable efforts to identify all executory contracts and unexpired leases subject to rejection in the Schedule of Rejected Executory Contracts and Unexpired Leases. If an executory contract or unexpired lease is omitted from the Schedule of Rejected Executory Contracts and Unexpired Leases and is not included in the Schedule of Assumed Executory Contracts and Unexpired Leases, such executory contract or unexpired lease shall, nonetheless be deemed rejected pursuant to the terms of this Article XII, except for any executory contract or unexpired lease that (i) has previously been assumed or rejected pursuant to order of the Bankruptcy Court, (ii) is the subject of a

1 separate motion to assume or reject filed by Debtors under section 365 of the Bankruptcy Code
2 before the Confirmation Date, or (iii) is the subject of a dispute over the amount or manner of
3 cure pursuant to Section 12.2 hereof and for which the Debtors make a motion to reject such
4 contract or lease based upon the existence of such dispute filed at any time.

5 (b) Any non-Debtor counterparty to an agreement being assumed hereunder that
6 disputes (i) the amount of any cure payments; (ii) a Debtor's ability to provide adequate assurance
7 of future performance; or (iii) any other matter pertaining to the assumption or assignment of such
8 agreement must file with the Bankruptcy Court, and serve upon the Debtors, a written objection
9 (an "Assumption Objection"), which objection shall set forth the basis for the dispute by no later
10 than two (2) Business Days prior to the Confirmation Hearing. If a non-Debtor counterparty fails
11 to file and serve an Assumption Objection, the non-Debtor counterparty shall be deemed to have
12 waived any and all objections to the assumption of the relevant agreement as proposed by the
13 Debtors, including the lack of any cure obligations.

14 (c) Entry of the Confirmation Order by the clerk of the Bankruptcy Court shall
15 constitute approval of the assumption of executory contracts and unexpired leases as set forth in
16 Section 12.1(a) pursuant to sections 365(a) and (b) of the Bankruptcy Code without further order
17 of the Bankruptcy Court.

18 (d) The Plan shall constitute a motion to assume or reject such executory contracts and
19 unexpired leases set forth in Section 12.1(a), and the Debtors shall have no liability thereunder
20 except as is specifically provided in the Plan. The Debtors reserve the right to amend the
21 Schedule of Rejected Executory Contracts and Unexpired Leases and the Schedule of Assumed
22 Executory Contracts and Unexpired Leases on or prior to the Confirmation Date to delete any
23 executory contract or unexpired lease therefrom or add any executory contract or unexpired lease
24 thereto, in which event such executory contract(s) and unexpired lease(s) shall be deemed to be,
25 respectively, assumed or rejected by the Debtors pursuant to this Article XII; provided that the
26 Debtors will provide the Committee notice of any amendment to the Schedule of Assumed
27 Executory Contracts and Unexpired Leases and the Schedule of Rejected Executory Contracts
28 and Unexpired Leases and the Committee shall have the right to object. The Debtors shall

1 provide notice of any amendments to the Schedule of Rejected Executory Contracts and
 2 Unexpired Leases or the Schedule of Assumed Executory Contracts and Unexpired Leases to the
 3 parties to the executory contracts or unexpired lease affected thereby. The listing of a document
 4 on the Schedule of Rejected Executory Contracts and Unexpired Leases or the Schedule of
 5 Assumed Executory Contracts and Unexpired Leases shall not constitute an admission by the
 6 Debtors that such document is an executory contract or that the Debtors have any liability
 7 thereunder. Entry of the Confirmation Order by the clerk of the Bankruptcy Court shall constitute
 8 approval of the assumptions or rejections under this Section 12.1 pursuant to section 365(a) of the
 9 Bankruptcy Code and a finding by the Bankruptcy Court that each such rejection or assumption is
 10 in the best interests of the Debtors and their Estates.

11 (e) Inclusion of a contract, lease or other agreement on the Schedule of Rejected
 12 Executory Contracts and Unexpired Leases shall constitute adequate and sufficient notice that
 13 (i) any Claims arising thereunder or related thereto shall be treated as Unsecured Claims under the
 14 Plan; and (ii) the Debtors are no longer bound by, or otherwise obligated to perform, any such
 15 obligations, transactions, or undertakings relating thereto or arising thereunder.

16 **12.2 Cure Claims.**

17 Any Cure Claims under each executory contract and unexpired lease to be assumed under
 18 this Plan shall be satisfied pursuant to section 365(b)(1) of the Bankruptcy Code: (a) by payment
 19 of the cure amount listed on the Schedule of Assumed Executory Contracts and Unexpired Leases
 20 in Cash on the Effective Date by the Disbursing Agent; or (b) on such other terms as agreed to by
 21 the Disbursing Agent and the non-Debtor counterparty to such executory contract or unexpired
 22 lease. In the event a non-Debtor counterparty files an Assumption Objection, the cure payments
 23 required by section 365(b)(1) of the Bankruptcy Code to such non-Debtor counterparty shall be
 24 made following the entry of a Final Order resolving the dispute and approving assumption or
 25 assignment, as applicable.

26 **12.3 Claims Arising from Rejection, Expiration or Termination.**

27 Claims created by the rejection of executory contracts and unexpired leases or the
 28 expiration or termination of any executory contract or unexpired lease prior to the Confirmation

1 Date shall be Unsecured Claims and must be filed with the Bankruptcy Court and served on the
 2 Debtors or, if after the Effective Date, the Disbursing Agent: (a) in the case of an executory
 3 contract or unexpired lease rejected by the Debtors prior to the Confirmation Date, in accordance
 4 with the order rejecting such executory contract or unexpired lease; or (b) in the case of an
 5 executory contract or unexpired lease that (i) was terminated or expired by its terms prior to the
 6 Confirmation Date; or (ii) is rejected pursuant to the Plan, no later than thirty (30) days after the
 7 Confirmation Date. Any such Claims for which a proof of claim is not filed and served by the
 8 deadlines set forth herein will be forever barred from assertion and shall not be enforceable
 9 against the Debtors or their Estates. Except as provided in the Plan or otherwise ordered by the
 10 Bankruptcy Court, all such Claims that are timely filed as provided herein shall be treated as
 11 Unsecured Claims under the Plan subject to objection by the Liquidating Trustee.

12 **ARTICLE XIII.**

13 **RETENTION OF JURISDICTION**

14 **13.1 Scope of Retention of Jurisdiction.**

15 Pursuant to sections 105(a) and 1142 of the Bankruptcy Code, the Bankruptcy Court shall,
 16 to the fullest extent permitted by law, retain and have exclusive jurisdiction over any matter
 17 (a) arising under the Bankruptcy Code; or (b) arising in or related to the Chapter 11 Case or the
 18 Plan including, the following:

- 19 (i) To hear and determine any and all motions or applications pending on the
 20 Confirmation Date or thereafter brought in accordance with Article XII hereof for the
 21 assumption, assumption and assignment or rejection of executory contracts or unexpired
 22 leases to which the Debtors are a party or with respect to which the Debtors may be liable,
 23 and to hear and determine any and all Claims and any related disputes (including the
 24 exercise or enforcement of setoff or recoupment rights, or rights against any third party or
 25 the property of any third party resulting therefrom or from the expiration, termination or
 26 liquidation of any executory contract or unexpired lease);
 27
 28

1 (ii) To determine any and all adversary proceedings, applications, motions, and
2 contested or litigated matters that may be pending on the Effective Date or that, pursuant
3 to the Plan, may be instituted by the Disbursing Agent, the Liquidating Trustee or the
4 Debtors, as applicable, after the Effective Date, including such adversary proceedings,
5 applications, motions, and contested or litigated matters involving Trust Causes of Action;

6 (iii) To hear and determine any objections to the allowance of Claims, whether
7 filed, asserted, or made before or after the Effective Date, including to hear and determine
8 any objections to the classification of any Claim and to allow, disallow or estimate any
9 Contested Claim in whole or in part;

10 (iv) To issue such orders in aid of execution of the Plan to the extent authorized
11 or contemplated by section 1142 of the Bankruptcy Code;

12 (v) To consider any modifications of the Plan, remedy any defect or omission,
13 or reconcile any inconsistency in any order of the Bankruptcy Court, including the
14 Confirmation Order;

15 (vi) To hear and determine all Fee Applications and applications for allowances
16 of compensation and reimbursement of any other fees and expenses authorized to be paid
17 or reimbursed under the Plan or the Bankruptcy Code;

18 (vii) To hear and determine all controversies, suits, and disputes that may relate
19 to, impact upon, or arise in connection with the Chapter 11 Cases, the Plan, the Focus
20 Liquidating Trust, the Plan Documents or their interpretation, implementation,
21 enforcement, or consummation, including any suits related the conduct of any of the
22 Debtors during or in respect of the Chapter 11 Cases;

23 (viii) To hear and determine all controversies, suits, and disputes that may relate
24 to, impact upon, or arise in connection with the Confirmation Order (and all exhibits to the
25 Plan) or its interpretation, implementation, enforcement, or consummation;

26 (ix) To the extent that Bankruptcy Court approval is required, to consider and
27 act on the compromise and settlement of any Claim or Cause of Action by, on behalf of,
28 or against the Estates;

(x) To determine such other matters that may be set forth in the Plan, or the Confirmation Order, or that may arise in connection with the Plan, or the Confirmation Order;

(xi) To hear and determine matters concerning state, local, and federal taxes, fines, penalties, or additions to taxes for which the Debtor, the Liquidating Trustee or the Disbursing Agent may be liable, directly or indirectly, in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

(xii) To hear and determine all controversies, suits, and disputes that may relate to, impact upon, or arise in connection with any setoff and/or recoupment rights of the Debtors or any Person under the Plan;

(xiii) To enter an order or final decree closing the Chapter 11 Cases;

(xiv) To issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person with consummation, implementation or enforcement of the Plan or the Confirmation Order; and

(xv) To hear and determine any other matters related hereto and not inconsistent with chapter 11 of the Bankruptcy Code.

13.2 Failure of the Bankruptcy Court to Exercise Jurisdiction.

If the Bankruptcy Court abstains from exercising, or declines to exercise, or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in Section 13.1 of the Plan, the provisions of this Article XIII shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

ARTICLE XIV.**SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS****14.1 Satisfaction of Claims.**

The rights afforded in the Plan and the treatment of all Claims herein shall be in exchange for and in complete satisfaction, discharge, and release of all Claims of any nature whatsoever against the Debtors, the Estates or any of their Assets. Except as otherwise provided in the Plan, on the Effective Date, all Claims against the Debtors and their Estates shall be satisfied, discharged and released in full. Except as otherwise provided in the Plan, all Persons shall be precluded and forever barred from asserting against Reorganized Focus, the Focus Entities, Ritter, the Estates and their respective Assets, any Claims or Causes of Action arising from any event, occurrence, condition, thing, act, omission, transaction, or other activity of any kind or nature that occurred or came into existence prior to the Effective Date, whether or not the facts of or legal bases therefor were known or existed prior to the Effective Date.

14.2 Release of Liens.

Except as otherwise provided in the Plan, or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged. Without limiting the foregoing, the Plan shall constitute a motion under section 522(f)(1)(A) of the Bankruptcy Code to avoid any judicial Liens encumbering any of Ritter's right, title and interest in and to the Principal Residence. Upon entry of the Confirmation Order, all such Liens shall be avoided.

14.3 Exculpation.

None of Reorganized Focus, the Focus Entities, the Committee, the Petitioning Creditors, Ritter or any of their respective affiliates, current and former officers, directors, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals will have or incur any liability to any Person for any act or omission taking place on or prior to the Effective Date

1 in connection with, or arising out of, the Chapter 11 Cases, pursuit of confirmation of the
 2 Plan, the consummation of the Plan, the implementation or administration of the Plan or
 3 the property to be distributed under the Plan, except for willful misconduct or gross
 4 negligence as finally determined by the Bankruptcy Court, and, in all respects shall be
 5 entitled to rely upon the advice of counsel and all information provided by other exculpated
 6 persons herein without any duty to investigate the veracity or accuracy of such information
 7 with respect to their duties and responsibilities under the Plan.

8 **14.4 Discharge of Claims and Termination of Equity Interests.**

9 Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically
 10 provided in the Plan or in any contract, instrument, or other agreement or document created
 11 pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be
 12 in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims,
 13 Equity Interests, and Causes of Action of any nature whatsoever, including any interest accrued
 14 on Claims or Equity Interests from and after the Petition Date, whether known or unknown,
 15 against, liabilities of, Liens on, obligations of, rights against, and Equity Interests in, the Debtors
 16 or any of its assets or properties, regardless of whether any property shall have been distributed or
 17 retained pursuant to the Plan on account of such Claims and Equity Interests, including demands,
 18 liabilities, and Causes of Action that arose before the Effective Date, any contingent or non-
 19 contingent liability on account of representations or warranties issued on or before the Effective
 20 Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy
 21 Code. The Confirmation Order shall be a judicial determination of the discharge of all Claims
 22 and Equity Interests subject to the Effective Date occurring.

23 Notwithstanding the forgoing, Ritter's discharge shall be automatically revoked and of no
 24 further force or effect if a court of competent jurisdiction enters a Final Order finding each of the
 25 following: (1) proceeds from the South Edge Settlement were transferred by any person or entity
 26 to a domestic or off-shore trust or similar device; (2) such proceeds exceed \$100,000 in the
 27 aggregate; and (3) Ritter or his immediate family, including Lynn Hilary Westrom, is or was at
 28

any time a beneficiary of such trust or similar device. In the event Mr. Ritter's discharge is revoked, the releases of Mr. Ritter set forth in the Plan shall be null and void.

14.5 Releases of Claims from Holders.

As of the Effective Date, in consideration for the obligations of the Debtors and the Reorganized Debtor under the Plan and the Cash, contracts, instruments, releases, agreements or documents to be entered into or delivered in connection with the Plan, each holder of a Claim or Membership Interest (solely in its capacity as such) that votes in favor of the Plan to the fullest extent permissible under law, will be deemed to forever release, waive and discharge all Claims in any way relating to the Debtors, the Chapter 11 Cases, the Estates, the Plan, the exhibits to the Plan and the Plan Supplement or the Disclosure Statement that such Person has, had or may have against any Released Party, except with respect to (a) any obligations arising under or in connection with the Plan or the Plan Documents, (b) or any act, event, injury, omission, transaction, or agreement arising after the Effective Date (other than Claims relating to such act, event, injury, omission, transaction or agreement first arising or occurring prior to the Effective Date), (c) any Claims against VTS Investments, LLP or Schettler and (d) any claims against any Prepack Entity.

14.6 Releases by the Debtors.

As of the Effective Date, the Debtors and the Reorganized Debtor, on behalf of themselves and their Affiliates, the Estates and their respective successors, assigns and any and all entities who may purport to claim by, through, for, or because of them, will forever release, waive and discharge all Claims that they have, or had against any Released Party except, that the claims released hereunder shall not under any circumstances include any claims or rights of the Debtors or their Estates (a) under the Plan or any Plan Documents, (b) against VTS Investments, LLP or Schettler and/or (c) against any Prepack Entity.

14.7 Certain Releases by Ritter and Reorganized Focus

As of the Effective Date, Ritter, Reorganized Focus, and the Released Parties, on behalf of themselves and their Affiliates will forever release, waive, and discharge any and

all Claims against any holder of a Claim or Interest that votes in favor of the Plan to the extent such Claims relate in any way to the Claims released by such holder under Section 14.5 or released by Section 14.6 of the Plan. Nothing in this section shall release any Trust Causes of Action.

14.8 Injunctions.

(a) On the Effective Date and except as otherwise provided in the Plan, all Persons who have been, are, or may be holders of Claims against the Debtors shall be permanently enjoined from taking any of the following actions against or affecting Reorganized Focus, the Focus Entities, Ritter, the Estates, the Assets, the Disbursing Agent or any of their current or former respective members, directors, managers, officers, employees, agents, and professionals, successors and assigns or their respective assets and property with respect to such Claims (other than actions brought to enforce any rights or obligations under the Plan):

(i) **commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including all suits, actions, and proceedings that are pending as of the Effective Date, which must be withdrawn or dismissed with prejudice);**

(ii) **enforcing, levying, attaching, collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order;**

(iii) **creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance; and**

(iv) **asserting any setoff, right of subrogation or recoupment of any kind; provided, that any defenses, offsets or counterclaims which the Debtors may have or assert in respect of the above referenced Claims are fully preserved in accordance with Section 15.10.**

(b) On the Effective Date, any and all Persons who have been, are, or may have been holders of a Claim against the Debtors shall be permanently enjoined from asserting any Cause of Action against any Person, entity, or trust, including, but not limited to, the

JAR Trust, which could have been asserted by the Estates against any such Person, entity, or trust in these Chapter 11 Cases and which are released or settled hereunder, including any Cause of Action for actual or constructive fraudulent transfer.

(c) Nothing in this Section shall enjoin any Person from pursuing any and all claims they may have against Schettler and/or VTS Investments, LLC or shall prevent any Person from enforcing their rights under the Plan or any Plan Document.

14.9 VTS Adversary. Nothing in this Plan shall affect the ability of VTS to prosecute the VTS Adversary Proceeding or to collect any debt found to be non-dischargeable therein by a Final Order.

14.10 No Effect on South Edge Settlement.

Notwithstanding anything else provided herein, nothing in this Plan is or shall be construed as modifying, limiting, or otherwise affecting the rights of any Person in respect of the South Edge Settlement.

ARTICLE XV.

MISCELLANEOUS PROVISIONS

15.1 Payment of Statutory Fees.

All fees payable pursuant to 28 U.S.C. § 1930 prior to the Effective Date as determined by the Bankruptcy Court at the Confirmation Hearing, shall be paid by the Debtors on or before the Effective Date. Thereafter, all fees payable pursuant to 28 U.S.C. § 1930 will be paid proportionately by (i) the Focus Liquidating Trust to the extent the fees are related to distributions to holders of Claims made from the Focus Liquidating Trust and (ii) Ritter and Reorganized Focus to the extent the fees are related to distributions made to holders of Claims by Ritter or Reorganized Focus.

15.2 Notices.

Any notices, requests, and demands required or permitted to be provided under the Plan, in order to be effective, shall be in writing (including by facsimile transmission), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when

1 actually delivered or, in the case of notice by facsimile transmission, when received and
2 telephonically confirmed, addressed as follows:

3
4 If to the Focus Entities:

5 Focus Property Group
6 1635 Village Center Circle, Suite 100
7 Las Vegas, Nevada 89134
8 Attn: Tom DeVore

9
10 With a copy to:

11 White & Case LLP
12 555 S. Flower Street, Suite 2700
13 Los Angeles, California 90071
14 Attn: Roberto J. Kampfner, Esq.

15
16 If to Ritter:

17 Focus Property Group
18 1635 Village Center Circle, Suite 100
19 Las Vegas, Nevada 89134
20 Attn: John A. Ritter

21
22 With a copy to:

23 White & Case LLP
24 555 S. Flower Street, Suite 2700
25 Los Angeles, California 90071
26 Attn: Roberto J. Kampfner, Esq.

27
28 If to the Committee:

Committee of Unsecured Creditors of John Ritter and the Focus Entities
Garman Turner Gordon
650 White Drive, Suite 100
Las Vegas, Nevada 89119
Attn: William Noall, Esq.

With a copy to:

Multibank 2009-1 RES-ADC Venture LLC
Andersen Law Firm, Ltd.
101 Convention Center Drive, Suite 600
Las Vegas, Nevada 89109

15.3 Headings.

The headings used in the Plan are inserted for convenience only, and neither constitutes a portion of the Plan nor in any manner affect the construction of the provisions of the Plan.

15.4 Governing Law.

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and the Bankruptcy Rules), the laws of the State of Nevada, without giving effect to the conflicts of laws principles thereof, shall govern the construction of the Plan and any agreements, documents, and instruments executed in connection with the Plan, except as otherwise expressly provided in such instruments, agreements or documents.

15.5 Expedited Determination.

The Disbursing Agent is hereby authorized to file a request for expedited determination under section 505(b) of the Bankruptcy Code for all tax returns filed with respect to the Debtors.

15.6 Exemption from Transfer Taxes.

Pursuant to section 1146 of the Bankruptcy Code, the issuance, transfer, or exchange of notes or equity securities under the Plan, the creation of any mortgage, deed of trust, Lien, pledge or other security interest, the making or assignment of any lease or sublease, or the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan, shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax.

15.7 Notice of Entry of Confirmation Order and Relevant Dates.

Promptly upon entry of the Confirmation Order, the Debtors shall publish as directed by the Bankruptcy Court and serve on all known parties in interest and holders of Claims, notice of the entry of the Confirmation Order and all relevant deadlines and dates under the Plan, including, but not limited to, the deadline for filing notice of Administrative Claims, and the deadline for filing rejection damage Claims.

15.8 Interest and Attorneys' Fees.

Interest accrued after the Petition Date will accrue and be paid on Claims only to the extent specifically provided for in this Plan, the Confirmation Order or as otherwise required by

the Bankruptcy Court or by applicable law. No award or reimbursement of attorneys' fees or related expenses or disbursements shall be allowed on, or in connection with, any Claim, except as set forth in the Plan or as ordered by the Bankruptcy Court.

15.9 Modification of the Plan.

As provided in section 1127 of the Bankruptcy Code, modification of the Plan may be proposed in writing by the Debtors at any time before confirmation, provided that the Plan, as modified, meets the requirements of sections 1122 and 1123 of the Bankruptcy Code, and the Debtors shall have complied with section 1125 of the Bankruptcy Code; provided further that the Debtors may not modify any provision of the Plan that affects the Focus Liquidating Trust or the settlement of the JAR Trust Causes of Action without the Committee's consent. The Debtors, may modify the Plan at any time after confirmation and before substantial consummation, provided that the Plan, as modified, meets the requirements of sections 1122 and 1123 of the Bankruptcy Code and the Bankruptcy Court, after notice and a hearing, confirms the Plan as modified, under section 1129 of the Bankruptcy Code, and the circumstances warrant such modifications. A holder of a Claim that has accepted the Plan shall be deemed to have accepted such Plan as modified if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such holder. The Debtors must obtain the written consent of the Committee for any modification of the Plan that affects the Focus Liquidating Trust or the settlement of the JAR Trust Causes of Action.

15.10 Setoff Rights.

In the event that a Debtor has a Claim of any nature whatsoever against the holder of an Administrative Claim, Tax Claim, Priority Claim, Focus Entity Secured Claim, Unsecured Claim or Subordinated Claim, in each case against such Debtor accruing prior to the Effective Date, then the Disbursing Agent may, but is not required to, set off against the Claim (and any payments or other Plan Distributions to be made in respect of such Claim hereunder) against such Debtor's claim against such holder, subject to the provisions of sections 553, 556 and 560 of the Bankruptcy Code. Neither the failure to set off nor the allowance of any Claim under the Plan

1 shall constitute a waiver or release of any Claims that a Debtor may have against the holder of
2 any Claim.

3 **15.11 Compliance with Tax Requirements.**

4 In connection with the Plan, the Debtors and the Disbursing Agent, as applicable, shall
5 comply with all withholding and reporting requirements imposed by federal, state, local, and
6 foreign taxing authorities and all Plan Distributions hereunder shall be subject to such
7 withholding and reporting requirements. Notwithstanding the above, each holder of an Allowed
8 Claim that is to receive a Plan Distribution shall have the sole and exclusive responsibility for the
9 satisfaction and payment of any tax obligations imposed by any government unit, including
10 income, withholding and other tax obligations, on account of such Plan Distribution. The
11 Disbursing Agent has the right, but not the obligation, to not make a Plan Distribution until such
12 holder has made arrangements satisfactory to the Disbursing Agent for payment of any such tax
13 obligations.

14 **15.12 Binding Effect.**

15 The Plan shall be binding upon the Debtors, the holders of all Claims and all parties in
16 interest and their respective successors and assigns. To the extent any provision of the Disclosure
17 Statement or any other solicitation document may be inconsistent with the terms of the Plan, the
18 terms of the Plan shall be binding and conclusive.

19 **15.13 Severability.**

20 **IN THE EVENT THE BANKRUPTCY COURT DETERMINES THAT ANY**
21 **PROVISION OF THE PLAN IS UNENFORCEABLE EITHER ON ITS FACE OR AS**
22 **APPLIED TO ANY CLAIM OR TRANSACTION, THE DEBTORS MAY MODIFY THE**
23 **PLAN IN ACCORDANCE WITH SECTION 15.9 SO THAT SUCH PROVISION SHALL**
24 **NOT BE APPLICABLE TO THE HOLDER OF ANY SUCH CLAIM OR**
25 **TRANSACTION. SUCH A DETERMINATION OF UNENFORCEABILITY SHALL**
26 **NOT (A) LIMIT OR AFFECT THE ENFORCEABILITY AND OPERATIVE EFFECT OF**
27 **ANY OTHER PROVISION OF THE PLAN; OR (B) REQUIRE THE RESOLICITATION**
28 **OF ANY ACCEPTANCE OR REJECTION OF THE PLAN. THE DEBTORS MUST**

1 OBTAIN THE WRITTEN CONSENT OF THE COMMITTEE, OR THE FOCUS
 2 LIQUIDATING TRUST IF THE COMMITTEE HAS BEEN DISSOLVED, FOR ANY
 3 MODIFICATION OF THE PLAN THAT AFFECTS THE FOCUS LIQUIDATING
 4 TRUST OR THE SETTLEMENT OF THE JAR TRUST CAUSES OF ACTION.

5 **15.14 No Admissions.**

6 AS TO CONTESTED MATTERS, ADVERSARY PROCEEDINGS AND OTHER
 7 CAUSES OF ACTION OR THREATENED CAUSES OF ACTIONS, THIS PLAN SHALL
 8 NOT CONSTITUTE OR BE CONSTRUED AS AN ADMISSION OF ANY FACT OR
 9 LIABILITY, STIPULATION, OR WAIVER, BUT RATHER AS A STATEMENT MADE
 10 IN SETTLEMENT NEGOTIATIONS. UNLESS AND UNTIL THE EFFECTIVE DATE
 11 HAS OCCURRED, THIS PLAN SHALL NOT BE ADMISSIBLE IN ANY NON-
 12 BANKRUPTCY PROCEEDING. UNDER NO CIRCUMSTANCE SHALL THIS PLAN
 13 BE CONSTRUED TO BE CONCLUSIVE ADVICE ON THE TAX, SECURITIES, AND
 14 OTHER LEGAL EFFECTS OF THE PLAN AS TO HOLDERS OF CLAIMS AGAINST
 15 THE DEBTORS AND DEBTORS IN POSSESSION IN THE CHAPTER 11 CASES.

16 **15.15 Termination of the Committee; Deemed Existence for Certain Limited Purposes.**

17 On the Effective Date, the Committee shall dissolve, and the members thereof shall be
 18 released and discharged from all duties and obligations arising from or related to their
 19 membership, provided, however, that (1) the Committee shall continue in existence and its
 20 Professionals shall continue to be retained with respect to any applications for allowance of
 21 compensation and reimbursement of expenses pending on the Effective Date or filed and served
 22 after the Effective Date pursuant to the terms of the Plan and (2) the Focus Liquidating Trust shall
 23 be deemed the successor to the Committee with respect to any motions seeking to enforce the
 24 Plan and the transactions contemplated hereunder or the Confirmation Order and any pending
 25 appeals and related proceedings. The Professionals retained by the Committee and the respective
 26 members thereof shall not be entitled to assert any Fee Claims for any services rendered or
 27 expenses incurred on behalf of the Committee after the Effective Date, except for fees for time
 28 spent and expenses incurred: (1) in connection with any applications for allowance of

1 compensation and reimbursement of expenses pending on the Effective Date or filed and served
2 after the Effective Date pursuant to the terms of the Plan; (2) in connection with any motion or
3 application to amend and/or reconsider the Confirmation Order; or (3) in connection with any
4 appeal pending as of the Effective Date, including any appeal of the Confirmation Order.

5 **15.16 Further Assurances.**

6 Each of the Debtors, the Committee, the Focus Liquidating Trust, and the Liquidating
7 Trustee shall cooperate fully in the implementation of the Plan and execute such further
8 instruments, documents and agreements and give such further written assurances as may be
9 reasonably requested by any of them to evidence and reflect the transactions described herein and
10 contemplated hereby and to carry into effect the intents and purposes of this Plan and the other
11 agreements and documents related hereto. Without limiting the generality of the foregoing, Ritter
12 shall provide cooperation to the Focus Liquidating Trust and the Liquidating Trustee as necessary
13 to permit them to perfect Liens granted or contemplated to be granted pursuant to this Plan and
14 the Focus Liquidating Trust and the Liquidating Trustee shall provide cooperation to Ritter as
15 necessary to discharge such Liens upon satisfaction of the obligations secured thereby.

16 *[Signature Page to Follow]*
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18
19
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25
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27
28

Dated: July [●], 2017
Las Vegas, Nevada

By: _____
John A. Ritter

**THE FOCUS ENTITIES, OTHER THAN
VICTOR INVESTMENTS, LP**

By Focus Investment Manager, LLC

By: _____
John A. Ritter
Manager

VICTOR INVESTMENTS, L.P.

By: _____
Thomas DeVore
General Partner

SCHWARTZ FLANSBURG PLLC

By: /s/ Samuel Schwartz
Samuel A. Schwartz (NV Bar 10985)
sam@nvfirm.com
Bryan A. Lindsey (NV Bar 10662)
bryan@nvfirm.com
6623 Las Vegas Boulevard South, Suite 300
Las Vegas, NV 89119
Telephone: (702) 385-5544
Facsimile: (702) 385-2741

—and—

WHITE & CASE LLP

Roberto J. Kampfner (CA Bar 179026)
rkampfner@whitecase.com
Andrew Mackintosh (CA Bar 266772)
amackintosh@whitecase.com
Aaron Colodny (CA Bar 293510)
aaron.colodny@whitecase.com
555 South Flower Street, Suite 2700
Los Angeles, CA 90071
Telephone: (213) 620-7700
Facsimile: (213) 452-2329

Attorneys for the Debtors

EXHIBIT A

GLOSSARY OF DEFINED TERMS

1
2
3 1. “2015 Tax Refund” means Cash in the amount of \$203,461.43 reflecting a tax
4 refund received by Ritter on or about March 21, 2017.

5 2. “Additional Tax Refund” means Cash in the amount of \$48,015.23 reflecting a tax
6 refund received by Ritter on or about May 1, 2017.

7 3. “Advisory Board” has the meaning set forth in Section 7.4(b)(iii).

8 4. “Accepting Secured Class Causes of Action” means all Causes of Action of the
9 Estates against the holder of any Focus Entity Secured Claim classified in a Class that has
10 accepted the Plan to the extent such causes of action are related to such holder’s Focus Entity
11 Secured Claim.

12 5. “Administrative Claim” means a Claim incurred by the Debtors (or their Estates)
13 on or after the Relief Date and before the Effective Date for a cost or expense of administration in
14 the Chapter 11 Case entitled to priority under sections 503(b) and 507(a)(1) of the Bankruptcy
15 Code.

16 6. “Affiliate” means, with respect to any Person, all Persons that would fall within
17 the definition assigned to such term in section 101(2) of the Bankruptcy Code, if such Person was
18 a debtor in a case under the Bankruptcy Code.

19 7. “Allowance” means the process by which a Claim may become Allowed.

20 8. “Allowed,” when used

21 (a) with respect to any Claim, except for a Claim that is an Administrative Claim,
22 means such Claim to the extent it is not a Contested Claim or a Disallowed Claim; and

23 (b) with respect to an Administrative Claim, means such Administrative Claim to the
24 extent it has become fixed in amount and priority pursuant to the procedures set forth in the Plan.

25 9. “Assets” means, all of the Debtors’ rights, title and interests of any nature in
26 property of any kind, wherever located, as specified in section 541 of the Bankruptcy Code.

27 10. “Assumption Objection” has the meaning set forth in Section 12.1(b) of the Plan.
28

11. “Avoidance Actions” means all Causes of Action of the Estates that arise under or are otherwise made applicable in the Chapter 11 Cases pursuant to chapter 5 of the Bankruptcy Code.

12. “Backstop Amount” means (a) \$6,178,000 plus (b) twenty-five (25%) percent of the scheduled value of all Collateral to Be Sold based on the schedule of values provided to the mediator in connection with the mediation that occurred between the Debtors and the Committee in the Chapter 11 Cases; provided, that the total Backstop Amount shall not exceed \$8,710,000.

13. “Backstop Notice” means a writing sent by certified USPS mail from the Liquidating Trustee to Ritter on or after the fifth (5th) anniversary of the Effective Date notifying Ritter of the amount of the Backstop Payment and providing an accounting in respect thereof.

14. “Backstop Payment” means the amount, if any, by which the Backstop Amount exceeds the amount of proceeds actually received by the Focus Liquidating Trust from the liquidation of the Focus Assets (including the Collateral to Be Sold) and the Non-Exempt Assets as of the fifth (5th) anniversary of the Effective Date.

15. “Bankruptcy Code” means title 11 of the United States Code, as amended from time to time and applicable to the Chapter 11 Cases.

16. “Bankruptcy Court” means the United States Bankruptcy Court for the District of Nevada, or such other court having jurisdiction over the Chapter 11 Case.

17. “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure, as prescribed by the United States Supreme Court pursuant to 28 U.S.C. § 2075 and as applicable to the Chapter 11 Cases.

18. “Bonita Cougar Claims” means the claims asserted by Bonita Cougar, LLC against Succotash, LLC and Ritter.

19. “Business Day” means any day other than a Saturday, a Sunday or any other day on which commercial banks are required or authorized to close for business in Las Vegas, Nevada.

20. “Cash” means legal tender of the United States of America or readily marketable direct obligations of, or obligations guaranteed by, the United States of America.

1 21. “Cash Collateral Account” has the meaning set forth in Section 7.3(i).

2 22. “Causes of Action” means all claims, rights, actions, causes of action, liabilities,
3 obligations, suits, debts, remedies, dues, sums of money, accounts, reckonings, bonds, bills,
4 specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses,
5 damages or judgments, whether known or unknown, liquidated or unliquidated, fixed or
6 contingent, matured or unmatured, foreseen or unforeseen, asserted or unasserted, arising in law,
7 equity or otherwise.

8 23. “CD Collateral” means any Certificates of Deposit issued by the CD Lender and
9 held by the JAR Trust securing Personal Secured Claims and certain other indebtedness.

10 24. “CD Lender” means Capital Security Bank, Ltd., a financial institution organized
11 under the laws of the Cook Islands.

12 25. “Chapter 11 Cases” means the cases under chapter 11 of the Bankruptcy Code
13 pending before the Bankruptcy Court with respect to the Debtors.

14 26. “Claim” means (a) any right to payment, whether or not such right is known or
15 unknown, reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured,
16 disputed, undisputed, legal, equitable, secured, or unsecured; or (b) any right to an equitable
17 remedy for breach of performance if such breach gives rise to a right of payment, whether or not
18 such right to an equitable remedy is known or unknown, reduced to judgment, fixed, contingent,
19 matured, unmatured, disputed, undisputed, secured, or unsecured. For avoidance of doubt,
20 “Claim” includes, without limitation, a right to payment, or equitable relief that gives rise to a
21 right to payment, that has or has not accrued under non-bankruptcy law that is created by one or
22 more acts or omissions of a Debtor if: (a) the act(s) or omission(s) occurred before or at the time
23 of the Effective Date; (b) the act(s) or omission(s) may be sufficient to establish liability when
24 injuries and/or damages are manifested; or (c) at the time of or prior to the Effective Date, the
25 Debtor has received one or more demands for payment for injuries or damages arising from such
26 acts or omissions.

27. “Class A Liquidating Trust Beneficial Interests” shall mean those certain Class A Beneficial Interests issued in the Focus Liquidating Trust in connection with, and subject to, the Plan, the Confirmation Order, and the Liquidating Trust Declaration.

28. “Class B Liquidating Trust Beneficial Interests” shall mean those certain Class B Beneficial Interests issued in the Focus Liquidating Trust in connection with, and subject to, the Plan, the Confirmation Order, and the Liquidating Trust Declaration.

29. “Cobalt Series Recovery Right” means the right to receive thirty percent (30%) of the net proceeds to which Spin Holdings, LLC, Cobalt Series is entitled from a recovery on the V5 Claims. An assignment of the Cobalt Series Recovery Right will be attached to the Plan Supplement.

30. “Collateral” means the Assets of a Focus Entity securing a Focus Entity Secured Claim.

31. “Collateral to Be Sold” means Collateral securing Focus Entity Secured Claims classified in a class that has accepted the Plan.

32. “Clydesdale” means Clydesdale Investments, LLC, a Nevada limited liability company.

33. “Committee” means the official committee of unsecured creditors appointed in the Chapter 11 Cases.

34. “Confirmation Date” means the date on which the clerk of the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court.

35. “Confirmation Hearing” means the hearing held by the Bankruptcy Court, as it may be continued from time to time, to consider confirmation of the Plan.

36. “Confirmation Order” means the order of the Bankruptcy Court confirming the Plan.

37. “Contested” when used with respect to a Claim, means such Claim (a) to the extent it is listed in the Schedules as disputed, contingent, or unliquidated, in whole or in part, and as to which no proof of claim has been filed; (b) if it is listed in the Schedules as undisputed, liquidated, and not contingent and as to which a proof of claim has been filed with the

Bankruptcy Court, to the extent (i) the proof of claim amount exceeds the amount indicated in the Schedules; or (ii) the proof of claim priority differs from the priority set forth in the Schedules, in each case as to which an objection was filed on or before the Objection Deadline, unless and to the extent allowed in amount and/or priority by a Final Order of the Bankruptcy Court; (c) if it is not listed in the Schedules or was listed in the Schedules as disputed, contingent or unliquidated, in whole or in part, but as to which a proof of claim has been filed with the Bankruptcy Court, in each case as to which an objection was filed on or before the Objection Deadline, unless and to the extent allowed in amount and/or priority by a Final Order of the Bankruptcy Court; or (d) as to which an objection has been filed on or before the Effective Date; provided, that a Claim that is fixed in amount and priority pursuant to the Plan or by Final Order on or before the Effective Date shall not be a Contested Claim.

38. “Cure Claims” means the amount under each executory contract and unexpired lease to be assumed under this Plan that must be paid pursuant to section 365(b)(1) of the Bankruptcy Code.

39. “Debtors” means, collectively, the Focus Entities and John A. Ritter.

40. “Debtor in Possession” means a Debtor, in its capacity as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

41. “DIP Claims” means all Claims under that certain Debtor in Possession Credit Agreement to be executed between the DIP Lender and the Debtors.

42. “DIP Lender” means FIG in its capacity as debtor in possession lender.

43. “Disallowed” when used with respect to a Claim, means a Claim, or such portion of a Claim, that has been disallowed by a Final Order.

44. “Disbursing Agent” means any Person acting in their capacity as the Disbursing Agent under this Plan.

45. “Disclosure Statement” means the disclosure statement filed with respect to the Plan, as it may be amended, supplemented, or otherwise modified from time to time, and the exhibits and schedules thereto.

46. “Effective Date” means a date selected by the Debtors, which shall be a Business Day that is no later than five (5) Business Days after all of the conditions specified in Section 11.1 and Section 11.2 have been satisfied or waived (to the extent waivable).

47. “Equity Interests” means, the membership interests in the Focus Entities existing prior to the Effective Date.

48. “Estates” means the estates of the Debtors created pursuant to section 541 of the Bankruptcy Code upon the commencement of the Chapter 11 Cases.

49. “Exempt Assets” means, collectively, (a) all of the Assets of Ritter listed as exempt on Schedule C of his *Amended Individual Schedules* [D.I. 583]; (b) Ritter’s rights to manage Focus Investment Manager, LLC, RHM, LLC and FIG (but not the FIG Economic Interest, which shall inure to the Focus Liquidating Trust and shall be deemed Liquidating Trust Property), (c) the proceeds of the Focus Agreement; (d) the Principal Residence; and (e) \$100,000 of the 2015 Tax Refund.

50. “Existing HW 2014 Notes” means all promissory notes issued on or before the Effective Date by the HW 2014 Irrevocable Trust to Clydesdale.

51. “FCG” means Focus Commercial Group, Inc., a company organized under the laws of Nevada.

52. “Fee Claim” means a Claim of a Professional Person.

53. “FIG” means Focus Investment Group, LLC, a Nevada limited liability company.

54. “FIG Economic Interest” means Mr. Ritter’s economic interest in FIG other than any economic value attributable to the Focus Agreement.

55. “FIG Equity Interests” means the Equity Interests held by FIG in the Focus Entities.

56. “Final Order” means (a) an order or judgment of the Bankruptcy Court or any other court or adjudicative body as to which the time to appeal, petition for certiorari, or move for reargument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for reargument or rehearing shall then be pending; or (b) in the event that an appeal, writ of certiorari, reargument, or rehearing thereof has been sought, such order of the Bankruptcy

1 Court or any other court or adjudicative body shall have been affirmed by the highest court to
 2 which such order was appealed, or certiorari has been denied, or from which reargument or
 3 rehearing was sought, and the time to take any further appeal, petition for certiorari or move for
 4 reargument or rehearing shall have expired; provided, that no order shall fail to be a Final Order
 5 solely because of the possibility that a motion pursuant to section 502(j) of the Bankruptcy Code,
 6 Rule 59 or Rule 60 of the Federal Rules of Civil Procedure or Bankruptcy Rule 9024 may be filed
 7 with respect to such order.

8 57. “FNBNR1 Claims” means all claims against the Debtors held by FNBNR1
 9 Acquisitions, LLC.

10 58. “Focus Agreement” has the meaning set forth in Section 7.4(e).

11 59. “Focus Assets” means the Assets of the Focus Entities prior to the Effective Date,
 12 including, but not limited to, all cash, personal property, and the Assets listed on Schedule 2 and
 13 the bank accounts listed on Schedule 6 hereto.

14 60. “Focus Entities” means all of the Debtors other than Ritter, including the Persons
 15 listed on Schedule 1 hereto.

16 61. “Focus Entity Secured Claims” means all Claims against the Focus Entities
 17 secured by a Lien upon Focus Assets, except for FNBNR1 Claims and Bonita Cougar Secured
 18 Claims.

19 62. “Focus ICW Settlement Parties” means Mountain’s Edge, Cliffs Edge, LLC,
 20 Southern Peak, LLC, Mustang Trust, Ritter, Holdings Manager, LLC, Las Vegas Properties,
 21 LLC, VTS Investments, LP and Schettler.

22 63. “Forest Mountain Collateral” means the real property located at 2112 Forest
 23 Mountain Road, Prescott, AZ 86303

24 64. “Gap Claims” means a Claim against Ritter that is of a kind specified in section
 25 507(a)(3) of the Bankruptcy Code.

26 65. “Glossary of Defined Terms” means this Exhibit A to the Plan.

27 66. “HW 2014 Irrevocable Trust” is that certain Nevada irrevocable trust titled HW
 28 2014 Irrevocable Trust dated April 8, 2014.

1 67. “HW 2014 Liquidating Trust Note” shall have the meaning set forth in Section
2 7.3(c) hereof.

3 68. “HW 2014 Notes Intercreditor Agreement” shall have the meaning set forth in
4 Section 7.4(d) hereof.

5 69. “ICW” means Insurance Company of the West, a California corporation.

6 70. “ICW Claims” means the Claims of ICW against Ritter pursuant to the ICW
7 Settlement Agreement.

8 71. “ICW Payment Event” means the failure of any Focus ICW Party (other than
9 Ritter) to make a payment required by the ICW Settlement Agreement.

10 72. “ICW Settlement Agreement” means that certain Settlement Agreement dated as
11 of March 22, 2016, by and between ICW and the Focus ICW Settlement Parties.

12 73. “JAR Causes of Action” means all Claims and Causes of Action of the Debtors
13 and their Estates of any kind or nature whatsoever against any Released Party, including, but not
14 limited to, any and all Claims and Causes of Action consisting of or relating to: (1) any
15 Avoidance Actions against any Person for the purpose of seeking (a) the avoidance of any
16 transfer of assets to the JAR Trust or its Affiliates by Ritter or any Affiliate thereof, including
17 pursuant to Sections 544, 547, 548, 549 and/or 550 of the Bankruptcy Code, (b) the repatriation
18 of any assets of the JAR Trust to the United States or any other country, or (c) the alternation,
19 modification or dissolution of the JAR Trust in any manner whatsoever; (2) the creation or
20 funding of the JAR Trust; (3) the creation or funding of Clydesdale; (4) the creation or funding of
21 Arbor Holdings, LLC; (5) the administration of the JAR Trust or any of its affiliates, including
22 the Released Parties, and/or agents thereof, including all claims relating to any loans made by the
23 JAR Trust or any affiliate thereof to any Released Party; (6) any relief otherwise seeking to alter,
24 modify, or dissolve the JAR Trust or the Released Parties or otherwise seeking to interfere with
25 their respective businesses in any manner whatsoever; (7) the creation, funding, or administration
26 of the HW 2014 Irrevocable Trust or any of its subsidiaries or Affiliates; (8) the creation, funding,
27 or administration of the Quad Trust or any of its subsidiaries or Affiliates; and/or (9) the creation,
28

1 funding, or administration of the JS NV 2009 Irrevocable Trust or any of its subsidiaries or
2 affiliates.

3 74. “JAR Trust” means the JAR Trust established on October 5, 2007 under the laws
4 of the Cook Islands.

5 75. “JAR Settlement Amount” means \$5,000,000.

6 76. “JS NV 2009 Agreement” means an agreement between the Focus Liquidating
7 Trust and the trustee of the JS NV 2009 Irrevocable Trust evidencing the obligations of the JS NV
8 2009 Trust to make distributions to the Focus Liquidating Trust pursuant to Section 7.3(g) and
9 Section 7.3(h) of the Plan, the form of which shall be attached to the Plan Supplement

10 77. “JS NV 2009 Irrevocable Trust” is that certain Nevada irrevocable trust entitled JS
11 NV 2009 Irrevocable Trust dated January 11, 2010.

12 78. “Lien” means a lien as defined in section 101(37) of the Bankruptcy Code.

13 79. “Life Insurance Policies” means the life insurance policies identified on
14 Schedule 4 to the Plan.

15 80. “Focus Liquidating Trust” means the liquidating trust created pursuant to the
16 Liquidating Trust Declaration.

17 81. “Liquidating Trustee” means the Person selected to serve as the trustee under the
18 Liquidating Trust Declaration.

19 82. “Liquidating Trust Beneficial Interests” means, collectively, the Class A
20 Liquidating Trust Beneficial Interests and the Class B Liquidating Trust Beneficial Interests to be
21 distributed pursuant to the Plan.

22 83. “Liquidating Trust Declaration” means the declaration of trust to be entered into
23 by the Debtors and the Liquidating Trustee on the Effective Date. The Liquidating Trust
24 Declaration shall be in substantially the form filed with the Bankruptcy Court as a Plan
25 Document.

26 84. “Liquidating Trust Property” means all of the assets that are to be transferred to
27 the Focus Liquidating Trust under the terms of the Plan, including the Focus Assets, the Non-
28 Exempt Assets, the Remaining Cash Amount, the Ritter Note, the HW 2014 Liquidating Trust

Note, the Cobalt Series Recovery Right, the Trust Causes of Action, and any Net Proceeds thereof.

85. “Local Rules” means the Local Rules of Bankruptcy Practice for the United States Bankruptcy Court District of Nevada.

86. “Mountain’s Edge” means Mountain’s Edge, LLC, a Nevada limited liability company.

87. “Multibank” means Multibank 2009-1 RES-ADC Venture, LLC.

88. “Multibank Allowed Secured Claim” means Proof of Claim No. 253 filed by Multibank against PV Land Investments, LLC to the extent such Claim is secured by the Multibank Property; provided that such Claim shall not exceed \$19,868,765.94. The Multibank Allowed Secured Claim shall be classified in Class 7.

89. “Multibank Property” means the property identified in the Nye County register as APN Nos. 47-011-05, 47-011-08, 47-011-09, 47-011-10 and water rights that comprise a total of 203.3 acre feet annual duty with a prorated diversion rate being a portion of the total duty under supplemental Permits 13959 (Certificate 5437), 14458 (Certificate 5438), and Permit 68981.

90. “Multibank Allowed Unsecured Claim” means Proof of Claim No. 252 filed by Multibank against Ritter to be Allowed in the amount set forth in Section 7.14. The Multibank Unsecured Claim shall be classified in Class 10.

91. “Net Proceeds” means, with respect to the sale of Collateral, the remaining proceeds of such sale after the payment of any direct reasonable costs of sale.

92. “NOL Election Refund” means Cash in the amount of \$991,434.96 received by Ritter in 2017 resulting from the application of past net operating losses.

93. “Non-Exempt Assets” means all of the Assets of John A. Ritter other than the Exempt Assets. The Non-Exempt Assets include, but are not limited to, those listed hereto on Schedule 5 and the bank accounts listed under Mr. Ritter’s name on Schedule 6.

94. “Non-FIG Equity Interests” means all Equity Interests in the Focus Entities other than FIG Equity Interests.

1 95. “Non-Recourse Guarantee” means the non-recourse guarantee of the Ritter Note
2 and the Backstop Amount issued by Nevada Acquisitions, LLC in favour the Focus Liquidating
3 Trust, which shall by in a form attached to the Plan Supplement.

4 96. “Notice of Confirmation” means the notice of entry of the Confirmation Order to
5 be filed with the Bankruptcy Court on the Effective Date and mailed to holders of Claims by the
6 claims, noticing, and balloting agent appointed in the Chapter 11 Case pursuant to 28 U.S.C.
7 § 156(c).

8 97. “Objection Deadline” means the deadline for filing objections to Claims as set
9 forth in Section 10.1 of the Plan.

10 98. “Other Collateral” means Collateral securing Focus Entity Secured Claims
11 classified in a class that has rejected the Plan.

12 99. “Outstanding Bonds” has the meaning set forth in the ICW Settlement Agreement.

13 100. “Outstanding Premium Amount” has the meaning set forth in the ICW Settlement
14 Agreement.

15 101. “Permitted Liens” means, all Liens on the Ritter Backstop Collateral and the Ritter
16 Note Collateral that were valid, perfected, non-avoidable and fully enforceable on the Relief Date
17 other than (a) any such Liens in favor of (i) the CD Lender, (ii) Clydesdale or (iii) any other
18 Person or entity that is an Affiliate of the Debtors and (b) any statutory liens which by law have
19 priority over the Liens to be granted to the Focus Liquidating Trust pursuant to the Plan
20 Documents and this Plan, including liens for property taxes and similar assessments.

21 102. “Person” means an individual, corporation, partnership, limited liability company,
22 joint venture, trust, estate, unincorporated association, unincorporated organization, governmental
23 entity, or political subdivision thereof, or any other entity.

24 103. “Petitioning Creditors” means Multibank, PWB, SV Litigation SPE, LLC and the
25 creditors led by Builders Capital, Inc. that joined the involuntary chapter 7 petition against Mr.
26 Ritter [D.I. 74].
27
28

104. “Personal Secured Claims” means Claims secured by Assets of Ritter or the Mustang Trust other than the Principal Residence, including the Claims listed on Schedule 3 hereto.

105. “Petition Date” means, with respect to John A. Ritter, February 29, 2016, and with respect to the Focus Entities, June 17, 2016.

106. “Plan” means this chapter 11 plan, either in its present form or as it may be amended, supplemented, or otherwise modified from time to time, and the exhibits and schedules hereto, as the same may be in effect at the time such reference becomes operative.

107. “Plan Distribution” means the payment or distribution under the Plan of Cash, Assets, securities or instruments evidencing an obligation under the Plan to the holder of an Allowed Claim.

108. “Plan Distribution Date” means (a) with respect to an Administrative Claim, Tax Claim or Priority Claim the earlier of: (i) the Effective Date or a date that is as soon as reasonably practicable after the Effective Date, if such Claim is then an Allowed Claim; or (ii) a date that is as soon as reasonably practicable after the date such Claim becomes Allowed, if not Allowed on the Effective Date and (b) with respect to a Focus Entity Secured Claim, Unsecured Claim or Subordinated Claim, such time as the Liquidating Trustee, in its reasonable discretion, determines that it is prudent to make such distribution.

109. “Plan Documents” means the material documents required to implement the provisions of the Plan including the Liquidating Trust Declaration, the Ritter Note, the HW 2014 Trust Note, the HW 2014 Intercreditor Agreement, the Focus Agreement, an assignment of the Life Insurance Policies recorded with the issuer of the Life Insurance Policies, the Non-Recourse Guarantees, the deeds of trust and assignment of rents with respect to the Ritter Real Estate Collateral and Forest Mountain Collateral, and the JSNV Agreement.

110. “Principal Residence” means Ritter’s principal residence located at 8575 W. Washburn Road in Las Vegas, Clark County, Nevada, comprised of the land commonly known as such address, the improvements thereon, and all associated water and other rights.

111. “Principal Residence Secured Claims” means Claims secured by the Principal Residence.

112. “Priority Claim” means any Claim to the extent such Claim is entitled to priority in right of payment under section 507(a) of the Bankruptcy Code, other than Administrative Claims, Gap Claims, or Tax Claims.

113. “Prepack Class B Membership Interests” means the Class B Membership Interests in the Prepack Entities

114. “Prepack Entities” means the entities identified as such on Schedule 2 hereto.

115. “Pro Rata Share” means, with respect to any Claim or Equity Interest, the proportion that the amount of that Claim or Equity Interest, as the case may be, in a particular class or group of classes bears to the aggregate amount of all Claims (including Contested Claims) or Equity Interests, as the case may be, in such class or group of classes.

116. “Professional Person” means a Person retained or to be compensated for services rendered or costs incurred on or after the Relief Date and on or prior to the Effective Date pursuant to sections 327, 328, 329, 330, 331, 503(b), or 1103 of the Bankruptcy Code in the Chapter 11 Cases.

117. “PWB” means Pacific Western Bank.

118. “PWB Allowed Unsecured Claims” means Proof of Claim No. 93 filed by PWB against Ritter in the amounts stated therein, subject to adjustments as set forth in Section 7.15 of this Plan. The PWB Allowed Unsecured Claim shall be classified in Class 10.

119. “PWB Purported Collateral” means the residences and real estate located at 1959 Forrest Hills Road, Prescott Arizona 86303 and 1980 Sherwood, Prescott, Arizona 86303. Under no circumstances shall the PWB Purported Collateral include the Principal Residence.

120. “PWB Secured Claim” means the Claims of PWB set forth in Proof of Claim No. 93 to the extent the Bankruptcy Court determines that such Claims are secured by the PWB Purported Collateral.

121. “Released Party” means, each Debtor, the accountants, attorneys and other professionals of the Debtors, each manager of the Focus Entities and its managers, the JAR Trust,

the past and present trustees of the JAR Trust, the past and present protectors of the JAR Trust, Ms. Hilary Westrom, each beneficiary of the JAR Trust, FBNR1 Acquisitions, LLC and its members, managers and affiliates, FIG, the JS NV 2009 Irrevocable Trust and each of its Affiliates, including Return Holdings, LLC, Spoke Holdings, LLC, Wheel Holdings, LLC, Yavapai, LLC, and Motley Returns, LLC, the Quad Irrevocable Trust and each of its Affiliates, including Spin Holdings, LLC, the HW 2014 Irrevocable Trust and its Affiliates, including Thousand Lakes, LLC, Core TGLV, LLC and TGIG, LLC and each of their respective affiliates, attorneys, trustees, partners, employees, beneficiaries, and managers. Notwithstanding any of the foregoing, the Released Parties do not include VTS Investments, LLP or Schettler.

122. “Relief Date” means, with respect to the Chapter 11 Cases of the Focus Entities, June 17, 2016, and, with respect to the case of John A. Ritter, June 22, 2016.

123. “Remaining Cash Amount” means the amount of the JAR Settlement Amount, NOL Election Refund, Additional Tax Refund, the 2015 Tax Refund (other than \$100,000 of the 2015 Tax Refund) and any other tax refund for any period based upon a tax attribute existing prior to the Effective Date remaining after the payment of Administrative Claims, Priority Claims, Gap Claims, and Tax Claims pursuant to the Plan.

124. “Reorganized Focus” has the meaning set forth in Section 7.2(a).

125. “Reorganized Focus Company Agreement” means the limited liability agreement of Reorganized Focus that shall be in effect on and after the Effective Date.

126. “Ritter” means John A. Ritter, a Debtor in the Chapter 11 Cases.

127. “Ritter Backstop Collateral” means the Life Insurance Policies and Ritter Real Estate Collateral identified on Schedule 4 to the Plan and Ritter’s beneficial interest in the JS NV 2009 Irrevocable Trust.

128. “Ritter Real Estate Collateral” means the real estate identified on Schedule 4 to the Plan.

129. “Ritter Note” means a promissory note in a principal amount of \$2,000,000 from Ritter to the Focus Liquidating Trust. A Form of Ritter Note will be attached to the Plan Supplement and shall constitute a Plan Document.

130. “Ritter Note Collateral” means the Ritter Backstop Collateral and Forest Mountain Collateral.

131. “Schedule of Rejected Executory Contracts and Unexpired Leases” means the schedule to be filed by the Debtors with the Bankruptcy Court as part of the Disclosure Statement, as may from time to time be amended at any time prior to the commencement of the Confirmation Hearing, identifying each contract and lease the Debtors seek to reject pursuant to Section 12.1 of the Plan.

132. “Schedule of Assumed Executory Contracts and Unexpired Leases” means the schedule to be filed by the Debtors with the Bankruptcy Court as part of the Disclosure Statement, as may from time to time be amended at any time prior to the commencement of the Confirmation Hearing, (i) identifying each contract and lease the Debtors seek to assume pursuant to Section 12.1 of the Plan; and (ii) the Debtors’ proposed cure amount in respect of each contract and lease identified in such schedule, if any.

133. “Schedules” means the schedules of assets and liabilities and list of equity interests and the statements of financial affairs filed by the Debtors with the Bankruptcy Court, as required by section 521 of the Bankruptcy Code and in conformity with the Official Bankruptcy Forms of the Bankruptcy Rules, as such schedules and statements have been or may be amended or supplemented by the Debtors in Possession from time to time.

134. “Schettler” means Vincent T. Schettler, an individual.

135. “Secured Tax Claims” means any secured Claim asserted against the Debtors by any taxing authority.

136. “Slusher Claims” means all Claims against Ritter and any other Debtor evidenced by the judgment entered by the District Court for Clark County, Nevada in Case No. A-11-637783-C.

137. “South Edge Settlement” means that certain Settlement and Mutual Release Agreement, dated October 17, 2011, approved in the case styled *In re South Edge, LLC* (Bankr. D. Nev. Case No. 10-32968-bam).

138. “Subordinated Claims” means, collectively, all Claims that have been subordinated to one or more Unsecured Claims either by agreement or pursuant to section 510 of the Bankruptcy Code. For avoidance of doubt, Subordinated Claims include the VTS Claims to the extent that the Bankruptcy Court determines that such Claims should be subordinated under section 510 of the Bankruptcy Code during the claims allowance process. Subordinated Claims shall not include the Slusher Claims, which shall be deemed to be Unsecured Claims.

139. “Tax Claim” means a Claim against a Debtor that is of a kind specified in section 507(a)(8) of the Bankruptcy Code, other than a Secured Tax Claim constituting a property tax.

140. “Trust Causes of Action” means, collectively, all Causes of Action of the Debtors and their Estates, including any Avoidance Actions and Causes of Action against holders of Liens in Other Collateral and/or Focus Entity Secured Claims classified in a class that rejected the Plan; provided, that (i) Causes of Action expressly settled under the Plan, including all JAR Trust Causes of Action and Accepting Secured Class Causes of Action, (ii) Causes of Action against all Released Parties, and (iii) Causes Action relating to any Exempt Assets shall not constitute Trust Causes of Action.

141. “Unsecured Claim” means any Claim against a Debtor other than an Administrative Claim, a Priority Claim, a Gap Claim, a Tax Claim, the Focus Entity Secured Claim, a Personal Secured Claim, an ICW Claim or a Subordinated Claim.

142. “Voting Deadline” means [_____].

143. “V5 Claims” are the claims held by V5, LLC related to its data center project.

144. “VTS Adversary Proceeding” means the adversary proceeding styled *VTS Investments LLP v. Ritter*, Adv. Pro. No. 16-01114-btb.

145. “VTS Claims” means any and all Claims that have or could have been asserted against Ritter and any other Debtor in the proceedings styled *VTS Investments LLP v. John A. Ritter*, et al., currently pending in the District Court for Clark County, Nevada Case No. A-12-674306-C.

Schedule 1

Focus Entities

1. Cliff Rose Investments, LLC, a Nevada limited liability company
2. JV Properties, LLC, a Nevada limited liability company
3. NGA#2, LLC, a Nevada limited liability company
4. PV Land Investments, LLC, a Nevada limited liability company
5. Saguaro Equities, LLC, a Nevada limited liability company
6. Succotash, LLC, a Nevada limited liability company
7. Southwest Desert Equities, LLC, a Nevada limited liability company
8. Victor Investments, L.P, a Nevada limited partnership
9. Northwest Investments, LLC, a Nevada limited liability company
10. Agave Properties, LLC, a Nevada limited liability company
11. Focus South Group, LLC, a Nevada limited liability company
12. FSG-S, LLC, a Delaware limited liability company

Schedule 2**Focus Assets****Real Property Held By Focus Entities**

| Focus Entity | Location | APN | Acres |
|---------------------------------|------------------|--|-------|
| Cliffrose Investment, LLC | Kingman, AZ | 306-02-202A 306-12-214A 306-12-214B 339-20-217 339-10-189 339-10190 339-08-149 339-08-150 339-12-227 339-17-224 339-19-223 | 380 |
| JV Properties, LLC ¹ | Sandy Valley, NV | 219-04-701-001 | 29.9 |
| JV Properties, LLC ¹ | Sandy Valley, NV | 219-09-101-003 | 4.7 |
| JV Properties, LLC ¹ | Sandy Valley, NV | 219-09-110-027 | 2.4 |
| NGA #2, LLC | Victorville, CA | 3133-061-03 | 2.5 |
| NGA #2, LLC | Victorville, CA | 3097-421-01 | 20 |
| NGA #2, LLC | Victorville, CA | 3097-471-02 | 75 |
| NGA #2, LLC | Victorville, CA | 3096-251-06 | 10 |
| NGA #2, LLC | Victorville, CA | 3133-091-05 3133-091-06 | 10 |
| NGA #2, LLC | Victorville, CA | 3133-081-03 | 10 |
| NGA #2, LLC | Victorville, CA | 3133-061-10 | 2.5 |
| NGA #2, LLC | Victorville, CA | 3133-171-07 | 5 |
| NGA #2, LLC | Victorville, CA | 3133-111-02 3133-111-06 | 10 |

¹ Property is held by Juniper Vail, LLC. JV Properties, LLC owns 100% of membership interests in Juniper Vail, LLC.

Real Property Held By Focus Entities

| Focus Entity | Location | APN | Acres |
|--------------------------------|------------------|--|-------|
| PV Land Investments, LLC | Victorville, CA | 47-041-11 47-041-13 47-041-18 47-041-19 47-041-20 | 65 |
| PV Land Investments, LLC | NW Las Vegas, NV | 47-021-12 | 32 |
| PV Land Investments, LLC | NW Las Vegas, NV | 47-011-05 47-011-08 47-011-09 47-011-10 | 80.9 |
| PV Land Investments, LLC | NW Las Vegas, NV | 47-041-08 | 142.4 |
| Succotash, LLC | Sandy Valley, NV | 219-22-101-007 | 2.5 |
| Succotash, LLC | Sandy Valley, NV | 219-22-101-013 | 2.5 |
| Succotash, LLC | Sandy Valley, NV | 219-22-101-014 | 2.5 |
| Succotash, LLC | Sandy Valley, NV | 219-04-301-008 | 5 |
| Succotash, LLC | Sandy Valley, NV | 200-22-301-003 | 10 |
| Succotash, LLC | Sandy Valley, NV | 200-23-201-025 | 10 |
| Succotash, LLC | Las Vegas, NV | 176-17-701-011 176-17-701-012 176-17-701-013 176-17-701-014 | 5 |
| Southwest Desert Equities, LLC | NW Las Vegas, NV | 125-35-702-003 125-35-702-004 125-35-702-005 | 7.2 |
| Southwest Desert Equities, LLC | NW Las Vegas, NV | 126-01-801-018 | 5 |
| Southwest Desert Equities, LLC | NW Las Vegas, NV | 126-01-801-011 | 2.5 |
| Southwest Desert Equities, LLC | Pahrump, NV | 35-561-04 | 1.3 |
| Southwest Desert Equities, LLC | NW Las Vegas, NV | 126-02-501-007 | 2.5 |

Real Property Held By Focus Entities

| Focus Entity | Location | APN | Acres |
|------------------------|-----------------|----------------------------|-------|
| Victor Investments, LP | Victorville, CA | 3133-071-07 | 8.6 |
| Victor Investments, LP | Victorville, CA | 3097-411-03 3097-411-04 | 9.1 |
| Victor Investments, LP | Victorville, CA | 3133-061-12 | 5 |
| Victor Investments, LP | Victorville, CA | 3133-061-13 | 2.5 |

Miscellaneous Equity Interests Held By Focus Entities

| Focus Entity | Equity Interest | Underlying Asset |
|--------------------------|---|------------------------------------|
| NGA #2, LLC | 56% Interest in Equity Holdings Management, LLC | APN 177-16-802-036 Bank Account |
| PV Land Investments, LLC | 100% Interest in Puerto View, LLC | Certain Water Rights in Nye County |

Prepack Class B Membership Interests

| Focus Entity Holding Class B Membership Interest | Prepack Entity |
|--|----------------|
| Agave Properties, LLC | B-VV1, LLC |
| Agave Properties, LLC | B-VV2, LLC |
| NGA #2, LLC | C-NGA312, LLC |
| NGA #2, LLC | C-NGA315, LLC |
| NGA #2, LLC | C-NGA313, LLC |
| NGA #2, LLC | C-NGA318, LLC |
| Victor Investments, LP | B-VLP1, LLC |
| Victor Investments, LP | B-VLP2, LLC |
| JV Properties, LLC | B-JVP1, LLC |
| NGA #2, LLC | B-NGAE3, LLC |
| NGA #2, LLC | C-NGA317, LLC |

| Prepack Class B Membership Interests | |
|---|-----------------------|
| Focus Entity Holding Class B Membership Interest | Prepack Entity |
| Focus South Group, LLC | C-FSG425, LLC |
| Focus South Group, LLC | C-FSG426, LLC |
| Focus South Group, LLC | C-FSG427, LLC |
| Focus South Group, LLC | C-FSG428, LLC |
| PV Land Investments, LLC | B-PVL1, LLC |
| PV Land Investments, LLC | B-PVL2, LLC |
| Southwest Desert Equities, LLC | B-PWR, LLC |
| NGA #2, LLC | B-PWR, LLC |
| PV Land Investments, LLC | C-PV330, LLC |
| PV Land Investments, LLC | C-PV332, LLC |
| PV Land Investments, LLC | C-PV323, LLC |
| Southwest Desert Equities, LLC | A-SWDE1, LLC |
| Southwest Desert Equities, LLC | C-SWDE393, LLC |
| Southwest Desert Equities, LLC | C-SWDE394, LLC |
| Southwest Desert Equities, LLC | B-SWDE2, LLC |
| Southwest Desert Equities, LLC | B-SWDE3, LLC |
| Southwest Desert Equities, LLC | B-SWDE7, LLC |
| Southwest Desert Equities, LLC | B-SWDE6, LLC |

| Prepack Class B Membership Interests | |
|---|-----------------------|
| Focus Entity Holding Class B Membership Interest | Prepack Entity |
| Southwest Desert Equities, LLC | G-SWDE1, LLC |
| Southwest Desert Equities, LLC | C-SWDE382, LLC |
| Southwest Desert Equities, LLC | C-SWDE383, LLC |
| Southwest Desert Equities, LLC | C-SWDE384, LLC |
| Northwest Investment, LLC | B-NWI2, LLC |
| Northwest Investment, LLC | B-NWI4, LLC |
| Northwest Investment, LLC | C-NW358, LLC |
| Northwest Investment, LLC | C-NW360, LLC |
| Northwest Investment, LLC | C-NW361, LLC |
| Northwest Investment, LLC | C-NW362, LLC |
| NGA #2, LLC | A-NGAE1, LLC |
| Southwest Desert Equities, LLC | C-SWDE348, LLC |
| Succotash, LLC | B-SCT2, LLC |
| JV Properties, LLC | SV82, LLC |
| Succotash, LLC | B-SCT1, LLC |

Schedule 3

Personal Secured Claims

1. Claims under that certain Promissory Note dated January 8, 2008 by and between John Albert Ritter and Caribbean Capital Lenders, LLC in the principal amount of \$475,000 secured by a Deed of Trust on the real property with APN 108-15-035B dated January 8, 2008.
2. Claims under that certain Promissory Noted dated January 8, 2008 by and between the Mustang Trust and Caribbean Capital Lenders, LLC in the principal amount of \$346,750 secured by a Deed of Trust on the real property with APN 108-15-071A dated January 8, 2008.

Schedule 4

Ritter Backstop Collateral

1. Any cash located in the Cash Collateral Account.
2. The following life insurance policies (together, the “Life Insurance Policies”):
 - a. That certain Lincoln National Life Insurance Company variable universal life insurance policy number 4832009;
 - b. The certain Pacific Life Insurance Company life insurance policy numbers 0023038600; VP60317510; VP60584270.
3. The following real estate (collectively, the “Ritter Real Estate Collateral”):
 - a. 8565 W. Washburn Rd., Las Vegas, NV 89149;
 - b. 8585 W. Washburn Rd., Las Vegas, NV 89149
 - c. 8595 W. Washburn Rd., Las Vegas, NV 89149;
 - d. 885 Maverick Mountain, Prescott, AZ 86303;
 - e. 1972 Sherwood Dr., Prescott, AZ 86303; and
 - f. APN 100-01-0083 (18 acres in Prescott, AZ)
4. Ritter’s beneficial interest in the JS NV 2009 Irrevocable Trust, subject to the terms and conditions of the Plan.

Schedule 5**Non-Exempt Assets****Management Interests**

| Parent Entity | Management Interest |
|---------------------------|---|
| Las Vegas Properties, LLC | 6.99% Management Interest in Kyle North Holdings, LLC |
| Las Vegas Properties, LLC | 29% Management Interest in Desert Hills Properties, LLC |
| Las Vegas Properties, LLC | 29% Management Interest in Focus 2K, LLC |
| Las Vegas Properties, LLC | 29% Management Interest in Focus Land Fund, LLC |
| Las Vegas Properties, LLC | 29% Management Interest in Ironwood Properties, LLC |
| Las Vegas Properties, LLC | 29% Management Interest in KR Land Company, LLC |
| Las Vegas Properties, LLC | 29% Management Interest in Millennium Focus, LLC |
| Las Vegas Properties, LLC | 29% Management Interest in WF Investors, LLC |
| Las Vegas Properties, LLC | 45% Interest in Landtek CA, LP |
| Las Vegas Properties, LLC | 72% Interest in Landtek, LLC |
| Holdings Manager, LLC | 1% Management Interest in Desert Hills Properties, LLC |
| Holdings Manager, LLC | 1% Management Interest in Focus 2K, LLC |
| Holdings Manager, LLC | 1% Management Interest in Focus Land Fund, LLC |
| Holdings Manager, LLC | 1% Management Interest in Ironwood Properties, LLC |
| Holdings Manager, LLC | 1% Management Interest in KR Ironwood Properties, LLC |
| Holdings Manager, LLC | 1% Management Interest in Millennium Focus, LLC |
| Holdings Manager, LLC | 1% Management Interest in WF Investors, LLC |

Non-Exempt Assets Held Directly By Ritter/Mustang Trust

| |
|-------------------------------------|
| 1965 Ford Mustang |
| 1980 Sherwood Drive, Prescott, AZ |
| 1959 Forest Hills Rd., Prescott, AZ |
| Valley Bank of Nevada Stock |
| First Security Bank Stock |

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| Assets Indirectly Owned By Ritter/Mustang Trust | | |
|---|-----------------------------|---|
| Holding Company | Interest in Holding Company | Asset Held By Holding Company |
| Focus 2K, LLC | 9.42% | 18.75% Interest in Hidden Ridge, LLC |
| Focus Land Fund 97, LLC | 2% | 46.25% Interest in Hidden Ridge, LLC |
| Ironwood Properties, LLC | 1.45% | 28.75% Interest in Hidden Ridge, LLC |
| Acacia Properties, LLC | 50% | Bank Account 126-01-801-003 126-02-601-001 |
| Artfullhouse, LLC | 95% | Bank Account 2539 E. Glenrosa, Phoenix, AZ 2639 E. Pierson, Phoenix, AZ |
| Desert Willow Prescott, LLC | 95% | Bank Account 2366 Desert Willow, Prescott, AZ |
| Focus Contribution, LLC | 54.2% | Bank Account |
| Holdings Manager, LLC | 99.9% | Bank Account Certain Management Interests (see above) 20% Interest in Northwest 95, LLC |
| Las Vegas Properties, LLC | 99.9% | Bank Account Certain Management Interests (see above) |
| PUH #1, LLC | 51% | Water Utility |
| RB Medical Equities, LLC | 50% | Bank Account |
| J.R. Consolidated Holdings, LLC | 99.9% | Bank Account |
| Laguna Sand and Surf, LLC | 32.3% | 631 Cliff Dr., Unit B-6, Laguna Beach, CA |
| Ocotillo Properties, LLC | 30% | Bank Account |
| TKTS Nee, LLC | 95% | Bank Account |
| Vegas Equities, LLC | 99% | Bank Account |
| Focus Investment Manager, LLC | 99% | No Assets – Management Entity |
| LEHM, LLC | 99.9% | No Assets – Management Entity |

Schedule 6**Bank Accounts**

| Entity | Bank | Last Four Digits of Account Number |
|---------------------------|-------------|---|
| John Ritter | US Bank | 0363 |
| John Ritter | US Bank | 9829 ² |
| Agave Properties | US Bank | 5775 |
| Cliffrose Investments | US Bank | 5783 |
| Focus South Group | US Bank | 5791 |
| JV Properties | US Bank | 5809 |
| N.G.A. #2 | US Bank | 5825 |
| Northwest Investments | US Bank | 5817 |
| PV Land Investments | US Bank | 5833 |
| Saguaro Equities | US Bank | 5858 |
| Succotash | US Bank | 5858 |
| Southwest Desert Equities | US Bank | 5866 |
| Victor Investments | US Bank | 5882 |

² Pursuant to Section 7.3(b) of the Plan, Mr. Ritter will retain \$100,000 from the account ending 9829.